City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, September 27, 2022

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-559 Approve the Agenda for the Regular meeting of September 27, 2022, as presented or with amendments.

Attachments: 09-27-2022 Short Agenda ADA.pdf

MINUTES:

II.2(a) 22-536 Approve the Minutes of the Regular meeting of August 9, 2022, as written or with amendments.

Attachments: 08-09-2022 Minutes ADA.pdf
EXHIBIT A: From 8B _ Koss (08-09-2022) Item VII.3.pdf
EXHIBIT B: SOIRL presentation 8.9..2022.pdf

II.2(b) 22-537 Approve the Minutes of the Regular meeting of August 23, 2022, as written or with amendments

Attachments: 08-23-2022 _ Minutes ADA.pdf
EXHIBIT A: HCVMS Update 2022 (Presentation (169)) (2).pdf
EXHIBIT B: Boys & Girls Club Presentation.pdf

II.2(c) 22-567 Approve the Minutes for the Regular meeting of September 13, 2022, as written or with amendments.

Attachments: 09-13-2022 Minutes _ ADA.pdf
EXHIBIT A: FY2023 Budget 1st Public Hearing Presentation (9-13-22) Final.pdf

III. AWARDS AND PRESENTATIONS:

III.1 22-558

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 22-501 Approve a Budget Resolution amending the FY2022 Budget, BAF #2022-129-A in the amount of $131,349 for the purchase of 216 Oleander Street and 218 Oleander Street.

Attachments: Budget Resolution FY 2022- ADA Compliant.docx
BAF 22-129-A-CD-Land Purchase for 216 and 218 Oleander (9-27-22) Agenda
04_12_2022 Journal.pdf

V.2 22-546 Council Approval to Apply for the Firehouse Subs to purchase police E-bikes.

Attachments: 4112 Quote Cocoa Police Department.pdf
FAQs_Grant_Application_&_Checklist-W9_Updated_FINAL_11-2021.pdf
Internal Application Firehouse Subs ebike grant_.pdf

V.3 22-553 Authorize the City Manager to execute the Third Amendment to Existing Interlocal Agreement for Stormwater Education and Outreach between Board of County Commissioners of Brevard County, Florida, and the City of Cocoa.

Attachments: City of Cocoa FLR04E032-004 Notice of Renewed Coverage Cycle 4.pdf
3rd Amendment to SW Education Consortium Partners Contract_Cocoa.pdf

V.4 22-560 Approve Task Order #2022-29 for the Engineering Design of the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project using the Continuing Services Agreement with Mead & Hunt for Civil Engineering Services. The budgetary impact previously approved for this Task Order, will allow for the FY22 Budget to roll into FY23 and FY23 budgetary portion pending the adoption of the FY23 Budget.

Attachments: CO DIxon and IRD Final Design Scope Rev 061722_bmf.pdf
TO-MEAD&HUNT 2022-29 $119,906.00 - PW.pdf
TRACK SHEET.pdf
RFQ-16-01-COC (A) AGREEMENT - MEAD & HUNT.pdf
Mead &Hunt COI.pdf

V.5 22-565 To Approve Task Order 2023-28 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY23 Budget.

Attachments: PROPOSAL.pdf
TO-CAROLLO 2023-28 $163,464.12 - UT-Sellers.pdf
RFQ-18-10-COC AGREEMENT WITH RENEWALS.pdf
COI Expires 07.04.23.pdf
TRACK SHEET.pdf

V.6 22-571

Attachments: 2nd Amendment Renewal Superion, LLC.pdf
20-634 - Cocoa FL CentralSquare Solutions Agreement Renewal Q-27479 R 9.
Superion ASP Order Executed.pdf
Superion Standard Terms.pdf

MULTI-YEAR CONTRACTS:

V.7(b) 22-475

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of CAL~FLO® Liquid Lime from Burnett Lime Co., Inc., Campobello, SC for FY2023; To Approve a One-Year Contract Agreement with Three (3) One-Year Renewals with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide 2) Thatcher Inc., Deland, FL for the purchase of Ferric Sulfate 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite for both the Dyal WTP & Sellers WRF; To Approve a 2nd Amendment of a Piggy-Back Contract with the City of Oviedo, FL for Contract ITB 19-36 Harcros Chemicals, Inc., Kansas City, KS for the Purchase and Delivery of Fluoride; To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total FY2023 Budget for Chemicals; Pending Approval of the FY2023 Budget

Attachments:
- Copy of Exhibit A - 2023_Chemicals.pdf
- Original Contract Agreement.pdf
- FULLY EXECUTED Standard Form for New Piggyback Contract No. 19-36.pdf
- Amendment and Extension to Agreement - Harcros Chemicals-signed.pdf
- 2nd Amendment_(PGB-19-36 - Harcros Chemicals).pdf
- ITB B-22-12-COC Water and Wastewater Treatment Chemicals.pdf
- B-22-12-COC Bid Tabulation_Revised_7-22-2022.pdf
- Sole source letter for Cal-Flo.docx
- Statement of Sole Source and 2022-23 quote for CAL~FLO Slurry.msg
- Cal-Flo sole source resolution FY 2023.doc
- Exempt Vendor Listing FY21.pdf
- PARTIAL_B_22_12_COC-A Chemical Service Agreement - Matheson.pdf
- PARTIAL B-22-12-COC-B Chemical Service Agreement - Allied Universal Corp.
- PARTIAL B-22-12-COC-C Chemical Service Agreement - Thatcher.pdf

V.8(b) 22-524

To Approve Bid No. CS22-10-COC, Preventive Elevator Maintenance to Sapphire Elevator, Cape Canaveral, FL for Preventive Elevator Maintenance; To Approve a Multi-Year Contract with the option of two 12-month extensions, for a total of five (5) years, pending the approval of future budgets; To Authorize the City Manager to Execute the Contract, extensions, and amendments.

Attachments:
- Sapphire Elevator COI exp. 5.1.23.pdf
- Revised # 2 - CS22-10-COC Preventative Elevator Maintenance Services Tabu
- E-verify.pdf
- Draft Agreement_9-7-2022.pdf

V.9(b) 22-568 Approve a purchase order with V.A. Paving Inc. in the amount of $295,128.05, plus a contingency of $4,871.95 for a total of $300,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City, pending the approval of FY 23 budget.

Attachments:
- Brevard County Bid No. B-6-20-57.pdf
- BrevardCounty Paving Renewal 8-22-22 to 8-21-23.pdf
- 2nd Amendment to VA Paving Inc., Asphaltic Concrete B-6-20-57 (2).pdf
- Fully Executed Piggyback Contract Agreement.pdf
- Annual Paving Agenda Item 21-675.pdf
- VA Paving - City of Cocoa 2023 Annual Resurfacing 9.9.22.pdf
- VA Paving COI exp 12-31-22.pdf
- Resolution - Annual Street Paving Project Contingency.doc
- B-6-20-57 - Price Adjustment 6 - V.A. Paving.pdf

V.10(b) 22-569 Approve City Staff's vendor selection for award of RFQ# CS-22-02-COC, Workers' Compensation Actuarial Study for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract and subsequent renewals with AMI Risk Consultants, Inc. from October 1, 2022 to September 30, 2025 and any approved renewal terms in the contract.

Attachments:
- CS22-02-COC Workers Compensation Actuarial Study Tabulation Sheet.pdf
- Solicitation_CS22-02-COC_-_Workers'_Compensation_Actuarial_Study_Propos
- CS22-02-COC Services Agreement signed by AMI

VI. PUBLIC HEARINGS:

VI.1 22-561 Approve Resolution 2022-089 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023, which represents an increase of 7.79% over the rolled-back rate of 5.9866.

Approve Resolution 2022-090 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023.

Attachments:
- Resolution Adopting the Final Millage Rate 2022-089.doc
- Resolution Adopting the Final Budget 2022-090.doc
- FY23 -All Appropriated Funds.pdf
- Classification - Pay Grade FY 2023 .pdf
- Classification - Pay Grade FY 2023 Public Safety .pdf

VI.2 22-570

FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

Attachments:
Ordinance 13-2022 - Repealing Article XX Planning Fees
Legal Ad P&Z Fees.pdf

VI.3 22-580

Consideration of Ordinance 12-2022, a citizen initiated Zoning Map amendment consistent with the requirements of *Code of the City of Cocoa* (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard County Parcel/ ID No. 24-36-21-BM-*5. First Reading.

Attachments:
Ordinance 12-2022 - Rezoning Parcel on Dixon Blvd and Indian River Drive RE
Exhibit A Dixon Location Map.pdf
Exhibit B Dixon Zoning Map.pdf
Exhibit C Site Survey Concept.pdf
Exhibit D Applicant Responses.pdf
Florida Today Ad Receipt (1).pdf
500' buffer letter.pdf

VI.4 22-582

Consideration of Ordinance 11-2022, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 0.59 acres from City of Cocoa “Very Low Density Residential” to City of Cocoa “Medium Density Residential,” provided that the maximum density allowable shall be eight (8) dwelling units per acre. First Reading.

Attachments:
Ordinance 11-2022 FLU Amendment - Parcel on Dixon Blvd and Indian River D
Exhibit A.pdf
Exhibit B Future Land Use Map Rev.pdf
Application and supporting Docs.pdf
Florida Today Ad Receipt (2).pdf
500' buffer letter (1).pdf

VII. COUNCIL BUSINESS:

VII.1 22-574 Consider Ms. Verna Hughes, 1st Alternate member on the Code Enforcement Board, to fulfill the unexpired term of Ms. Kimberly Curtis through June, 2024.

Attachments: Hughes: Board Application.pdf
Code Board Roster.pdf

VIII. CITY BUSINESS:

VIII.1 22-538 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, 2020 through September 30, 2023, modifying Article 17 Wages to provide annual wage increases for Fiscal Year 2023.

Indexes: Labor; labor union; PBA

Attachments: PBA Lieutenants Contract FY21-23 with FY23 Wage Opener (FINAL).pdf

IX. INFORMATIONAL AGENDA:

IX.1 22-543 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 8/31/2022.

Attachments: PO Monthly Report to City Council 10.01.21 thru 8.31.22.pdf

IX.2 22-562 FY 2022 Budget Adjustment Report

Attachments: Pd 11. August - FY 2022 REVENUE Budget Tracking Worksheet.pdf
Pd 11. August - FY 2022 EXPENSE Budget Tracking Worksheet.pdf

IX.3 22-563 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget Classification Report August 2022.pdf

IX.4 22-564 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Order Authorizations 08-31-22.pdf

IX.5 22-579 Bi-Weekly City Council Update Report for the dates of September 8-21, 2022

Attachments: Council bi-weekly report template (1) (4).pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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 #:	22-559	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/13/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of September 27, 2022, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-27-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2022
Agenda Date: September 27, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of September 27, 2022, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of September 27, 2022, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: September 27, 2022
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 27, 2022. (22-559)

2. Minutes: (a) Regular Meeting of August 9, 2022 (22-536)
(b) Regular Meeting of August 23, 2022 (22-537)

(c) Regular Meeting of September 13, 2022 (22-567)

III. Awards and Presentations:

1. Presentation by Cocoa High School. (22-558). (Mark Carstens)

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.

This Agenda may be Amended up until or at the Meeting

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

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Budget Resolution amending the FY2022 Budget, BAF #2022-129-A in the amount of $131,349 for the purchase of 216 Oleander Street and 218 Oleander Street. (22-501). (Community Services Director)

2. Council Approval to Apply for the Firehouse Subs to purchase police E-bikes. (22-546). (Chief of Police)

3 Authorize the City Manager to execute the Third Amendment to Existing Interlocal Agreement for Stormwater Education and Outreach between Board of County Commissioners of Brevard County, Florida, and the City of Cocoa. (22-553). (Public Works Director)

4. Approve Task Order #2022-29 for the Engineering Design of the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project using the Continuing Services Agreement with Mead & Hunt for Civil Engineering Services. The budgetary impact previously approved for this Task Order, will allow for the FY22 Budget to roll into FY23 and FY23 budgetary portion pending the adoption of the FY23 Budget. (22-560). (Public Works Director)

5. Approve Task Order 2023-28 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY23 Budget. (22-565). (Utilities Director)

6. Approve the 2nd Amendment CentralSquare Solutions Agreement to execute the Optional Term 3 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications. Allow the City Manager to approve the Purchase Order, Pending the Adoption of the FY23 Budget. (22-571). (Chief Technology Officer)

(B) Multi-Year Contracts:

7. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of CAL~FLO® Liquid Lime from Burnett Lime Co., Inc., Campobello, SC for FY2023; To Approve a One-Year Contract Agreement with Three (3) One-Year Renewals with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide 2) Thatcher Inc., Deland, FL for the purchase of Ferric Sulfate 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite for both the Dyal WTP & Sellers WRF; To Approve a 2nd Amendment of a Piggy-Back Contract with the City of Oviedo, FL for Contract ITB 19-36 Harcros Chemicals, Inc., Kansas City, KS for the Purchase and Delivery of Fluoride; To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total FY2023 Budget for Chemicals; Pending Approval of the FY2023 Budget. (22-475). (Utilities Director)

8. Approve Bid No. CS22-10-COC, Preventive Elevator Maintenance to Sapphire Elevator, Cape Canaveral, FL for Preventive Elevator Maintenance; To Approve a Multi-Year Contract with the option of two 12-month extensions, for a total of five (5) years, pending the approval of future budgets; To Authorize the City Manager to Execute the Contract, extensions, and amendments. (22-524). (Public Works Director)

9. Approve a purchase order with V.A. Paving Inc. in the amount of $295,128.05, plus a contingency of $4,871.95 for a total of $300,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City, pending the approval of FY 23 budget. (22-568). (Public Works Director)

10. Approve City Staff's vendor selection for award of RFQ# CS-22-02-COC, Workers' Compensation Actuarial Study for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract and subsequent renewals with AMI Risk Consultants, Inc. from October 1, 2022 to September 30, 2025 and any approved renewal terms in the contract. (22-569). (Administrative Services Director)

VI. Public Hearings:

1. (a) Approve Resolution 2022-089 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023, which represents an increase of 7.79% over the rolled-back rate of 5.9866.

(b) Approve Resolution 2022-090 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023. (22-561). (Finance Director)

2. Ordinance No. 13-2022/First Reading: An Ordinance Of The City Council Of The City Of Cocoa, Brevard County, Florida, Repealing Appendix A, Zoning, Article Xx Of The Zoning Ordinance Of The City Of Cocoa; Repealing The Schedule Of Fees, Charges And Expenses To Be Paid To The City Upon Receipt Of Planning And Zoning Related Applications Contained Therein; Providing For The Adoption Of Future Planning And Zoning Fee Schedules By Resolution. (22-570). (Public Works Director/Interim Growth & Economic Development Director)

3. Consideration of Ordinance No. 12-2022/First Reading: a citizen initiated Zoning Map amendment consistent with the requirements of Code of the City of Cocoa (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard County Parcel/ ID No. 24-36-21-BM-*5. (22-580). (Public Works Director/Interim Growth & Economic Development Director)

4. Consideration of Ordinance No. 11-2022/First Reading: a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 0.59 acres from City of Cocoa “Very Low Density Residential” to City of Cocoa “Medium Density Residential,” provided that the maximum density allowable shall be eight (8) dwelling units per acre. (22-582). (Public Works Director/Interim Growth & Economic Development Director)

VII. Council Business:

1. Consider Ms. Verna Hughes, 1st Alternate member on the Code Enforcement Board, to fulfill the unexpired term of Ms. Kimberly Curtis through June, 2024. (22-574). (Administrative Services Director)

VIII. City Business:

1. 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, 2020 through September 30, 2023, modifying Article 17 Wages to provide annual wage increases for Fiscal Year 2023. (22-538). (Administrative Services Director)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 8/31/2022. (22-543). (Finance Director)

2. FY 2022 Budget Adjustment Report. (22-562). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (22-563). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (22-564). (Finance Director)

5. Bi-Weekly City Council Update Report for the dates of September 8-21, 2022. (22-579). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

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

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

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

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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.

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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 may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	22-536	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/31/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of August 9, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-09-2022 Minutes ADA.pdf EXHIBIT A: From 8B_ Koss (08-09-2022) Item VII.3.pdf EXHIBIT B: SOIRL presentation 8.9..2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 31, 2022
Agenda Date: September 13, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of August 9, 2022, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of August 9, 2022, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

August 9, 2022

A Regular City Council Meeting was held on Tuesday, August 9, 2022, 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 Frank Sullivan led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Charlene Neuterman, Community Services Director; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Mitch Lawyer, Tech Services Supervisor; Abigail Morgan, Acting Public Works Director; Gail Bantugan, Leisure Services Manager; and Erik Montgomery, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 9 2022. (22-443)

2. Minutes: (a) Minutes of the Budget Priorities & Goal Setting Workshop of May 26, 2022 (22-345)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Agenda as Amended, by moving Council Business Item VII.2 to VII.1, for the Regular meeting of August 9, 2022, as presented.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, to approve the Minutes for the Regular meeting of May 26, 2022, as presented.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. **Awards and Presentations:**

1. Proclamation: "Central Brevard Humane Society 70th Anniversary". (22-453). (Theresa Clifton)

Mayor Blake read the proclamation into the record, recognizing the 70th Anniversary of the Central Brevard Humane Society. Members of the Society were in attendance to accept the proclamation. Members spoke on behalf of the Humane Society and Theresa Clifton spoke about the history of the society as well as when it was founded. She thanked Cocoa and the community for their ongoing support. The Tuxes and Tales Gala is on August 27, 2022.

IV. Delegations:

Dr. John Niland, 121 Island Place, Orchid, Florida, Solutions Environmental & Energy LLC, spoke about fluoride in the water and studies that have been done in regards to fluorinated water. He provided a packet of information to Council of fifty reasons to oppose fluoride in the community.

Corey Johnson, Cocoa, advised that he promoted an event at Marino's in the Village over the weekend and they hired the Cocoa Police Department as it was an all night event. He believed it was good to have their presence there and that

they have a good relationship with the Chief, Fire Chief, and Council members. He thanked them again.

Judd Spitzer, Vice President of The Blue Plaid Society, stated that they bring awareness to the dangers of fentanyl and provided handouts to Council. He gave some statistics in Brevard County and provided their website which is BluePlaid.org.

R. Carroll Travis, Cocoa, has walked the Indian River for twenty years and the Lagoon has many creatures that depend on it. There is a lot to do with the recovery of this. It is time to do whatever they can and to understand that the community is fully supportive to do anything they can to save the Lagoon.

V. Consent Agenda:

(A) General Consent Items:

1. Authorize the City Manager to execute the Agency Cost-Share Agreement between the Indian River Lagoon (IRL) Council and the City of Cocoa (IRL2022-03) for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project, Design and Engineering. Approve a Resolution Amending the FY22 Budget, BAF# 22-115-A recognizing the IRL National Estuary Program (NEP) Funding Revenue and Transferring Funds from another project to cover the increased cost. (22-373). (Public Works Director)

2. Approve a 2nd Modification to the Clearlake Road Development Agreement and authorize the Mayor to sign the agreement. (22-428). (Community Services Director)

3. Approve a Budget Resolution, Amending the FY2022 Budget, BAF# 22-120-A in the amount of $2,500. Approve Change Order #2 for PO 79626 and Project Resolution authorizing the City Manager to issue the change order with a project contingency, not to exceed $5,500 for the 1219 Duke Way Rehabilitation Project. (22-438). (Community Services Director)

4. Approve a Resolution Amending the FY23 Budget, BAF#22-119-PT. Approve Change Order # 2 for P.O. 78964 with Inliner Solutions LLC, formerly Granite Inliner LLC, in the Amount of $26,000. (22-439). (Public Works Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Approval of Ordinance 09-2022 on Second & Final Reading regarding updates to the Special Events Ordinance. (22-442). (Asst. to the CM/PIO)

Attorney Garganese read Ordinance No. 09-2022 into the record, by title only as follows. He advised that this is the second and final reading of the ordinance.

ORDINANCE NO. 09-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ARTICLE XI. – SPECIAL EVENTS AND PARADES; PROVIDING FOR AMENDMENTS RELATED TO THE CLOSURE OR GATING OF PARKS, DEFINITIONS, PERSONNEL SERVICES, REVIEWCRITERIA AND OTHER PROVISIONS; PROVIDING FOR THEREPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve Ordinance No. 09-2022 on Second and Final Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the Appointment of one of the following applicants to fulfill the unexpired term of Jeri Blanco, on the Planning & Zoning Board: Thomas Barton, Nicholas Boardman, Katherine Waterloo-Fridl, Wesley Park, or Aleck Greenwood (1st Alternate). (22-459). (Administrative Services Director)

Councilmember Koss spoke on behalf of Wesley Parks who is the current Chair of the Utilities Advisory Board. She nominated him for the position.

Councilmember Dyal shared his experience on the Board of Adjustment stating that he started as the First Alternate. He believed that Aleck Greenwood should be selected as the Regular Member and was in favor of Wesley Park as well.

Deputy Mayor Hearn agreed with Councilmember Dyal in regards to Mr. Greenwood moving up and Mr. Park being selected as an Alternate.

Councilmember Goins reminded Council that at the last meeting they moved an Alternate to Regular Board Member and they should follow the same precedent.

Nicholas Boardman, applicant, provided a brief background of his experience and spoke about his profession. He owns several properties in Rockledge. He explained why he was interested in the position.

Wesley Park, applicant, spoke about his interest on this board and of his experience on the Utilities Advisory Board. He looked forward to the opportunity but understands the chain of command. He is the current Chair of the Utilities Advisory Board. Mayor Blake thanked him and stated his service speaks volume.

Thomas Barton, applicant, stated that he was relatively new to Cocoa and has been here for around eleven months. He provided a brief background of his experience and pointed out that he served on a Planning & Zoning Board in Pennsylvania. He likes to be involved in the community and knows that it starts with planning and zoning.

Aleck Greenwood, current 1st Alternate to the Planning & Zoning Board, provided his background and mentioned his family's history here in Cocoa. He wants to continue the positive avenues that the City is taking and help contribute to the process. He spoke in furtherance about his time as a Cocoa city councilmember and on CRA boards. He is proud of how the City is growing.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to appoint Aleck Greenwood as the Regular Member and Wesley Park, as the Alternate member, for discussion.**

Mr. Park was not aware that the Alternate position would be a consideration and would like to remain as the Chair on the Utilities Advisory Board.

The MOTION WAS RESCINDED AND NEW MOTIONS WERE MADE.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to appoint Aleck Greenwood as the Regular member on the Planning & Zoning Board.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to appoint Thomas Barton as the 2nd Alternate on the Planning & Zoning Board.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Merrybeth Burgess (current 2nd Alternate) will move to the 1st Alternate position.

2. Request Council direction on the Expanded Outdoor Dining provision set to expire on August 9, 2022. (22-436). (Community Services Director)

Mayor Blake provided the options that are being provided by staff, which are as follows:

1. Allow the temporary provision to expire on August 9, 2022.
2. Authorize Staff to make the Resolution into a Sidewalk Café Ordinance to include the use of public parking spaces, sidewalk public spaces or non-sidewalk public spaces.

Ms. Neuterman provided a detailed history of the outdoor dining resolution. She further provided a current list of businesses that are utilizing this.

She advised that this was done during the Covid pandemic in order make more space for these businesses. Ms. Neuterman advised that the City has received numerous emails and phone calls both in favor of keeping the resolution as well as letting it expire. If staff is directed to create an ordinance an item would be brought back to them.

Patrick Evangelista, with Pub Americana, believes that the pandemic is still here. He stated that by doing outdoor dining it also benefits the City and last year a petition was submitted with about 99% in favor of it continuing. People come to Cocoa Village because they do not have outdoor seating where they live. He is aware of the parking issue but there have been numerous events without any issues. Additionally, there have not been any security issues. He feels it would help the City and businesses and makes the Village special.

Jason Estes, with Village Idiot Pub, thanked Council for their help during Covid but agreed that it is not gone. He believed people feel better if they have the option to sit outside. Having the extra area really helps and if he knew it was going to be permanent they would invest to make it look better. He reiterated his feelings about having the outside area.

Aleck Greenwood, Cocoa, supports all of the restaurants in the area but the biggest concern is parking. There is a very high need for parking and he believed safety was also a concern, as cars are right next to where people are eating.

Councilmember Dyal likes the outside seating and felt that rent could be charged for the spaces.

Councilmember Goins has been supportive of this with or without Covid. It is a way for businesses to make money and there have not been any incidents. He agreed with Councilmember Dyal and felt there needed to be an opportunity for businesses to permit the spots. He is not against a charge for them either. He stated that he was in support of Option #2 and only received two calls in opposition of this.

Councilmember Koss agreed that Covid is not gone and is still quite a threat so the desirability of outdoor dining weighs heavily on this decision. She is in support of it.

Deputy Mayor Hearn has heard great points from all of Council and believed this to be a great opportunity for both businesses and the City. Additionally, there is the potential to make some revenue to invest in parking in the Village. He is in favor of Option #2.

Mayor Blake stressed that safety was his biggest concern and explained his reasonings why. He further felt that parking in the Village was a prime commodity. Lastly, he asked how they would select the businesses. He was in support of Option #1.

* **MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to approve Option #2 with the stipulation of staff bringing back ideas and costs and examples of other cities who have had this issue; how the selection would be done of what types of businesses can do it; as well as safety measures.**

AYES: Hearn, Dyal, Goins, Koss

NAYES: Blake

THE MOTION CARRIED (4-1)

3. Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion Areas J & K. (22-450). (Utilities Director)

Councilmember Koss stepped down from the dias and submitted her Form 8B[1] to the City Clerk.

Linda Dolphin, Cocoa, provided a slide to Council and discussed costs of the project. She presented an Option #5 for Council to consider.

Tammy Carter, 1809 Indian River Drive, Cocoa, read over the Sustainability Plan. She explained what it entailed and felt that the estimates being provided are still questionable. She asked why stormwater would not be included if this moves forward. Other options needed to be considered before this is approved.

Juliette Womack, 2006 N. Indian River Drive, Cocoa, has spent a lot of time on this and spoke on points brought up by citizens such as the inconvenience to residents on Indian River Drive, oak trees, and utilities.

Frank Sullivan, 1705 N. Indian River Drive, Cocoa, mentioned the Lagoon and that there was a dead manatee in front of his home because of the condition of the Lagoon. He believed that you need to know how much this is going to cost before you go for it. The technology is out there and they need to get something done.

Norris Park, 1117 N. Indian River Drive, Cocoa, agreed with Mr. Sullivan and felt grants should be approved and financing should be done afterwards. If they are not applied for by mid-September than it will be 2025 before anything will be done.

Wesley Park, 1112 Abington Street, Cocoa, knows that this is a tough decision but the citizens are looking for their foresight on this, just like tax increases. Council had the foresight to know that a tax increase would help in the long run. This item does not benefit him one bit but the money will not come to Cocoa unless applied for.

Alan Blood,1809 N. Indian River Drive, received the options and information in regards to the options. He mentioned some of the addresses that will not receive grant monies. He thanked Mr. Walsh for the analysis and provided his input on it.

Mr. Walsh addressed some of the comments made and that one was suggested that hookup fees were waived, and he advised that was not possible. Additionally, using a loan to fund this was not viable. He further pointed out that the analysis provided to Council had some correct numbers but a lot of stuff was missing and he would show them the breakdown during his presentation.

[1] EXHIBIT A: Form 8B submitted by Councilmember Koss

Mr. Walsh advised that doing the bidding first was not possible as you cannot go out for bid without having the funding.

Mr. Walsh provided a presentation[2], stating that this was the third time it has been shown. He moved through the presentation and reviewed the project costs in detail. He showed a summary of the range of costs that would be paid by homeowners, grant monies, or a combination of both.

Discussion was held on properties and the potential costs at some of the more cumbersome properties. There are a lot of unknowns.

Lastly, he advised that the funding still needed would be $1,825,865 which is based on the high side of the cost estimate.

Mr. Walsh advised there are still the same challenges that have been presented in previous meetings. It needs to be decided who is going to pay for the overages and if a mandatory ordinance is going to be done that it needs to be decided how that would be enforced. There is a lot here at stake and every house has challenges of some sort.

Deputy Mayor Hearn knows the importance of this but felt it was frustrating. He is confused as to why this was submitted in the first place if it was not feasible. In response, Mr. Walsh explained that it was automatic and the City did not have a say in it. The County identified J & K and others along Indian River Drive.

City Manager Whitten stated that these were created by the Tetra Tech Study that were initiated by the County. This was not initiated by the City.

Councilmember Dyal shared that there were some homeowners for this and some who were against it. Some have the funds to get a lawyer and while it is being fought the project cannot move forward. He has seen oak trees die because a machine gets too close. This project has way too many unknowns but knows it needs to be done.

Councilmember Goins asked Mr. Walsh about the borings and if the majority could be bored instead of excavated. Mr. Walsh felt it was a mixture. One house had two septic systems because they had a guest house in the back which makes it even more cumbersome. He agreed there are a lot of unknowns. Mr. Walsh further shared that one of the properties had a house in the back that was lower than the house in front of it.

[2] EXHIBIT B: SOIRL Presentation

Councilmember Goins talked about financing and stated that the County has money in contingency for overages. He believed that as a City, help needed to be requested from them.

Further discussion was held on the item.

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve Option #1.**

AYES: Blake, Dyal

NAYES: Hearn, Goins

THE MOTION DIED.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to approve Option #2.**

AYES: Hearn, Goins

NAYS: Blake, Dyal

THE MOTION DIED.

VIII. City Business:

1. Approve the Preliminary Assessment Resolution No. 2022-075 for Fire Protection, for Fiscal Year 2023. (22-430). (Finance Director)

Ms. Bowman spoke on behalf of the item. It was determined by the City's consultants that a 3 percent increase was required for this upcoming year. There will be two hearings on this.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to Approve the Preliminary Assessment Resolution No. 2022-075 for Fire Protection, for Fiscal Year 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Preliminary Assessment Resolution No. 2022-076 for Stormwater Utility Services, Fiscal Year 2023. (22-434). (Finance Director)

Ms. Bowman spoke on behalf of the item. it was determined by the City's consultants that a 4 ½ percent increase was necessary for FY 2023.

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to Approve the Preliminary Assessment Resolution No. 2022-076 for Stormwater Utility Services, Fiscal Year 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

None.

X. Reports:

Mr. Norris Park, Chairman of the City's Fire Pension Board, submitted a financial report to the City Clerk today. He announced that at the end of June they had lost $3.3 million but had gotten back $2 million at the end of July. They diversified and all is going well. They appreciate the support from staff and Council. He advised he had been elected to the Board of Directors for the Florida Public Pension Trustees Association and looked forward to representing the City. Mayor Blake thanked him for his leadership and membership.

Deputy Mayor Hearn thanked him for his continued service and dedication as a fellow firefighter.

Mayor Blake asked if a homeowner was on septic if they could petition privately as a homeowner to apply for the advance septic enhancement. Mr. Walsh explained what would have to be done for them to do so.

Chief Collier provided crime statistics and spoke about community engagement activities through the Police Department. He stated that twelve Chief's Walk's have been done and he mentioned the benefits of those. There is one coming up in District 1 at Ixora and Polaris Street. Crime is down 8.3%.

Additionally, a Swearing In Ceremony was held the other day for a new officer who is a graduate of Cocoa High School.

Mayor Blake read a travel announcement into the record for the Florida League of Cities Annual Conference, August 10-14, 2022, as follows:

"*I, along with Deputy Mayor Hearn and Councilmember Goins will be traveling to the Florida League of Cities Annual Conference beginning on Wednesday, August*

10th. They will be returning on Saturday, August 13th and I will be returning on Sunday, August 14th.

We will be staying at the Diplomat Beach Resort in Hollywood, Florida and the estimated cost of the trip for all three of us, including registration, hotel reservations, mileage, parking and per diem will be around $5,085 dollars. This is budgeted under Council's travel and per diem account."

Mayor Blake attended the SCLC Dinner on Monday night and he reminded all that school starts tomorrow. He asked that everyone be mindful and take their time as children will be on the streets. He congratulated Deputy Mayor Hearn for receiving a scholarship from SCLC.

Deputy Mayor Hearn thanked him for the acknowledgement as well as SCLC for selecting him.

Deputy Mayor Hearn attended the community events with Councilmember Goins and he thanked the Police and Fire Departments for their participation. He thanked the Chief for the walks he does.

He echoed the Mayor's sentiments on being careful with kids going back to school.

In closing, he advised that Endeavor has a lot of kids that walk to school so he will be starting trash pick-up events back soon. He will keep staff informed.

Councilmember Koss shared that she is a member of the Economic Development Commission Board and they are moving forward to try to attract businesses to the Space Coast. There will be a new branding initiative called Mission Space Coast and that this branding would be more than a logo[3].

She was excited about this and noted that the City would be involved to help the idea spread and to be accepted.

Councilmember Koss stated that there are no septic fields in many of the yards associated with Project J & K. This is 2022 and the Lagoon sits on a regime shift which is big and hard to reverse. She is not sure what some of her neighbors will do and she understands how difficult this has been. It is important, yet inconvenient, but there is no way around it. She appreciates the effort put into this.

[3] Mayor Blake left the meeting at 8:19 p.m.

Councilmember Dyal spoke about his attendance at the PAL Awards where the Chief gave out certificates. He further mentioned that he drove the antique fire truck to Councilmember Goins' community event.

Councilmember Dyal added that with Project J & K there are too many unknowns.

Councilmember Goins asked Mayor Blake if he would consider doing Reports at the beginning of the meeting when there is a larger crowd, because many times people have left by the time Reports start and they do not get to hear important things.

Mayor Blake voiced his concerns in regards to moving Reports and stated that if you are doing good people are going to recognize it. He will keep an open mind to it.

Councilmember Goins asked for a consensus from Council to direct the City Manager and staff to request additional funding for Project J & K.

Deputy Mayor Hearn stated definitely. Councilmember Koss stated that Jack just does not want to do it, it is a hard project.

Mayor Blake asked Councilmember Koss what she said and she stated it was a hard project and she does not think we want to do it. Her comment was reiterated and Mayor Blake stated that was disrespectful.

City Manager Whitten clarified that Councilmember Goins was asking staff to go to the County to request additional dollars towards the project from their contingency funds.

Further discussion was held on this request.

* **CONSENSUS BY MAYOR BLAKE, DEPUTY MAYOR HEARN, COUNCILMEMBER DYAL, AND COUNCILMEMBER GOINS FOR STAFF TO REQUEST ADDITIONAL FUNDING FOR PROJECT J & K FROM THE COUNTY.**

Mayor Blake apologized to Mr. Walsh again.

Councilmember Goins pointed out that the weight room at Cocoa High was receiving a makeover and thanked everyone involved with that.

He spoke about his back to school event and thanked everyone involved. The community really came together.

He invited all men to Emma Jewel Charter Academy at 7:55 a.m. tomorrow morning to welcome students as they arrive at school. He said it is a neat thing to be a part of.

In closing, Mayor Blake reminded all to buy local, spend local, and stay local.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of August 9, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:39 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Koss Lorraine Loken	Cocoa City Council
MAILING ADDRESS 2115 N INDIAN RIVER DRIVE	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: COCOA — COUNTY: BREVARD	NAME OF POLITICAL SUBDIVISION: DISTRICT 4
DATE ON WHICH VOTE OCCURRED 8-9-2022	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lorraine Koss, hereby disclose that on August 9, 20 22:

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am one of 92 homeowners potentially eligible for hooking up to sewer. The vote is whether to proceed with Project J & K of the SOIRL septic to sewer program.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8/9/2022
Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Utilities Department

Save Our Indian River Lagoon
Indian River Drive J and K

8/9/2022

John A. "Jack" Walsh, P.E.
Utilities Director
City of Cocoa

EXHIBIT B: SOIRL Presentation

Indian River Drive Project Options

- **OPTION 1 – Advanced Septic**
- **Option 2 – Septic to Sewer** (Mandatory)
- **Option 4 – Defer/Delay Project**

Indian River Drive Project Options

- **OPTION 1 – Advanced Septic**
  - Withdraw Septic to Sewer project
- SOIRL Dept. Natural Resources will fund $18,000 grant per lot for all lots on IRD on septic
- Homeowners may be eligible for additional grants from SJRWMD or FDEP for shortfall in costs

Indian River Drive Project Options

- **OPTION 2 – Septic to Sewer (mandatory)**
  - Must require all 92 to connect with new policy
- SOIRL Dept. Natural Resources funds $5.1M public infrastructure for 92 connections
- City can submit for additional grants from SJRWMD or FDEP to cover short fall funding for public infrastructure
- Homeowners can qualify for grants from SJRWMD or FDEP for homeowner costs to cover septic removal, service line etc. via City

COCOA FLORIDA

Indian River Drive Project Options

- **OPTION 4 – Delay Septic to Sewer**
  - Take no action at this time
- Cocoa will request and maintain allocation of funds from SOIRL
- 92 homes in J and K would not be able to apply for advanced septic while the Septic to Sewer Project has allocated funds
- Delay may decrease or increase costs by waiting

Indian River Drive

Option 1 – Advanced Septic

Advantages

- Homeowners can immediately apply for funds and start the application process
- Avoids impact fees to the city
- No monthly charges for city services for owners
- All residents on IRD can apply

Disadvantages

- SOIRL grant may not cover all costs but may be eligible for additional grants
- Still allows nutrients to the river (35% or less)
- No future revenues for the city

Indian River Drive

Option 2 – Septic to Sewer Mandatory

Advantages

- Maximizes SOIRL funding available ($5.1M)
- Allows project to qualify for other grants
- Allows for potential future expansion of areas further west toward US1
- Creates future sewer revenues for city
- Removes all discharge to river from 92 homes (100%)

Disadvantages

- Requires a new connection policy and enforcement policy
- Council must decide who is paying for cost overruns if they occur
- Only 92 homes are available due to design constraints (other homes outside project area could use advanced septic)
- Homeowners must pay monthly charges for city services
- Manage multiple grants
- Homeowner via the City can apply for SJRWMD or FDEP grants to cover private costs such as service line install, septic removal but Homeowner grants from agencies may not cover all costs
- Policy will impact other lots not in J and K that are using septic and have access to city sewer
- True project will not be known until well past contract commitment to SOIRL and other grant agencies
- Extreme variability for on site homeowner costs and impacts to old growth trees on many home sites

Indian River Drive

Option 4 – Delay Septic to Sewer

Advantages

- No impacts to customers or city in short term during uncertain economic times

Disadvantages

- Must come back to Council for decisions on funding responsibilities and connection policy
- Costs may be lower or higher in the future, no guarantee
- Grants and other funding may or may not be available in the future
- Delays improvements to the river WQ

Project Costs

Areas J and K - Estimated Costs									8/9/2022
Septic to Sewer Project									
Current SOIRL Funding - Infrastucture Reimbursement								**Infrastructure Costs net Design and Eng**	
# of Connections Served by Project	Assumed Particpation Rate	Actual Connections made	Current Funding SOIRL	Current Estimated Const. Cost Min.	Current Estimated Const. Cost Max.	Design Cost	Estimated EOR cost	**Net Cost Low to be funded**	**Net Cost High to be funded**
92	100%	92	$5,132,404	$6,700,000	$8,300,000	$405,865	$200,000	**$1,773,461**	**$3,373,461**
	90%	83	$4,619,164	$6,700,000	$8,300,000	$405,865	$200,000	**$2,286,701**	**$3,886,701**
	80%	74	$4,105,923	$6,700,000	$8,300,000	$405,865	$200,000	**$2,799,942**	**$4,399,942**
	70%	64	$3,592,683	$6,700,000	$8,300,000	$405,865	$200,000	**$3,313,182**	**$4,913,182**
	60%	55	$3,079,442	$6,700,000	$8,300,000	$405,865	$200,000	**$3,826,423**	**$5,426,423**
	50%	46	$2,566,202	$6,700,000	$8,300,000	$405,865	$200,000	**$4,339,663**	**$5,939,663**
	40%	37	$2,052,962	$6,700,000	$8,300,000	$405,865	$200,000	**$4,852,903**	**$6,452,903**

Note: SOIRL fund based on $56,787 per lot reimbursement
SOIRL allocated 99 lots x $56,787 = $5,622,000
Cost of Construction min and max from EOR

Range of Costs to be paid for by city, homeowners or by grant or in any combination

Project Costs

Septic to Sewer Project		
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

*Estimate based on field observation and GIS data and can vary

Homes





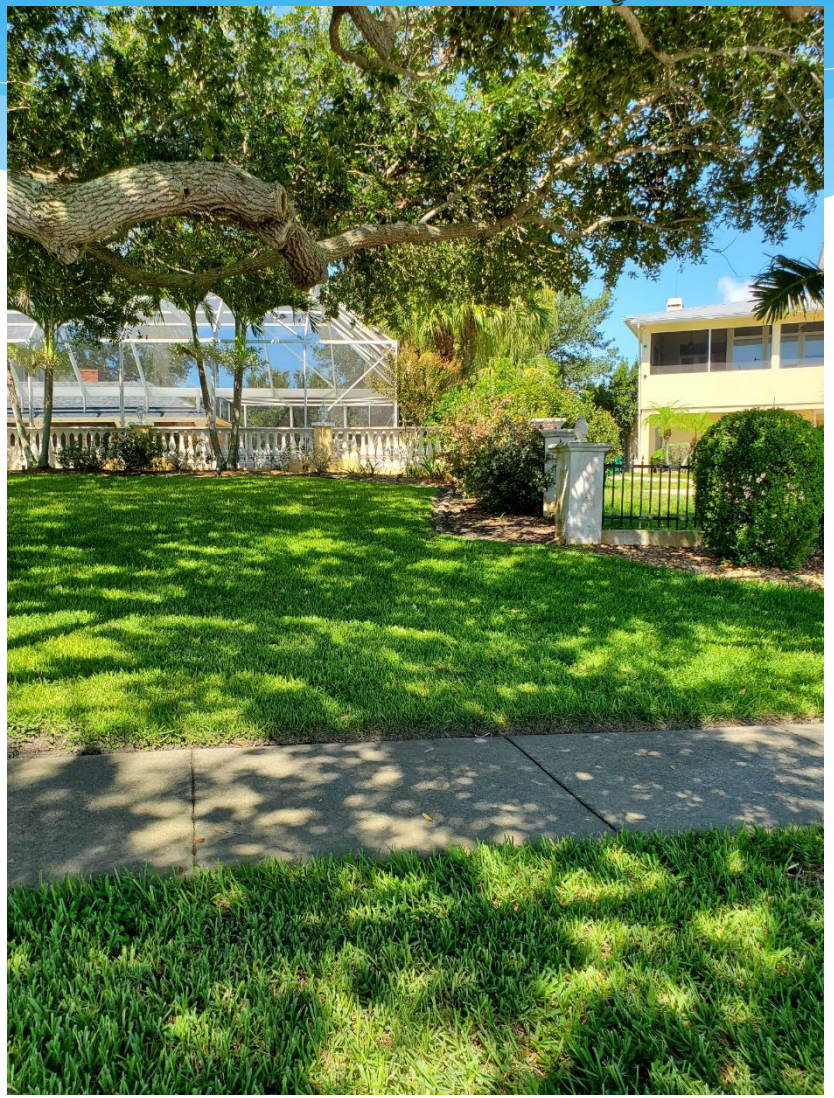
Homes



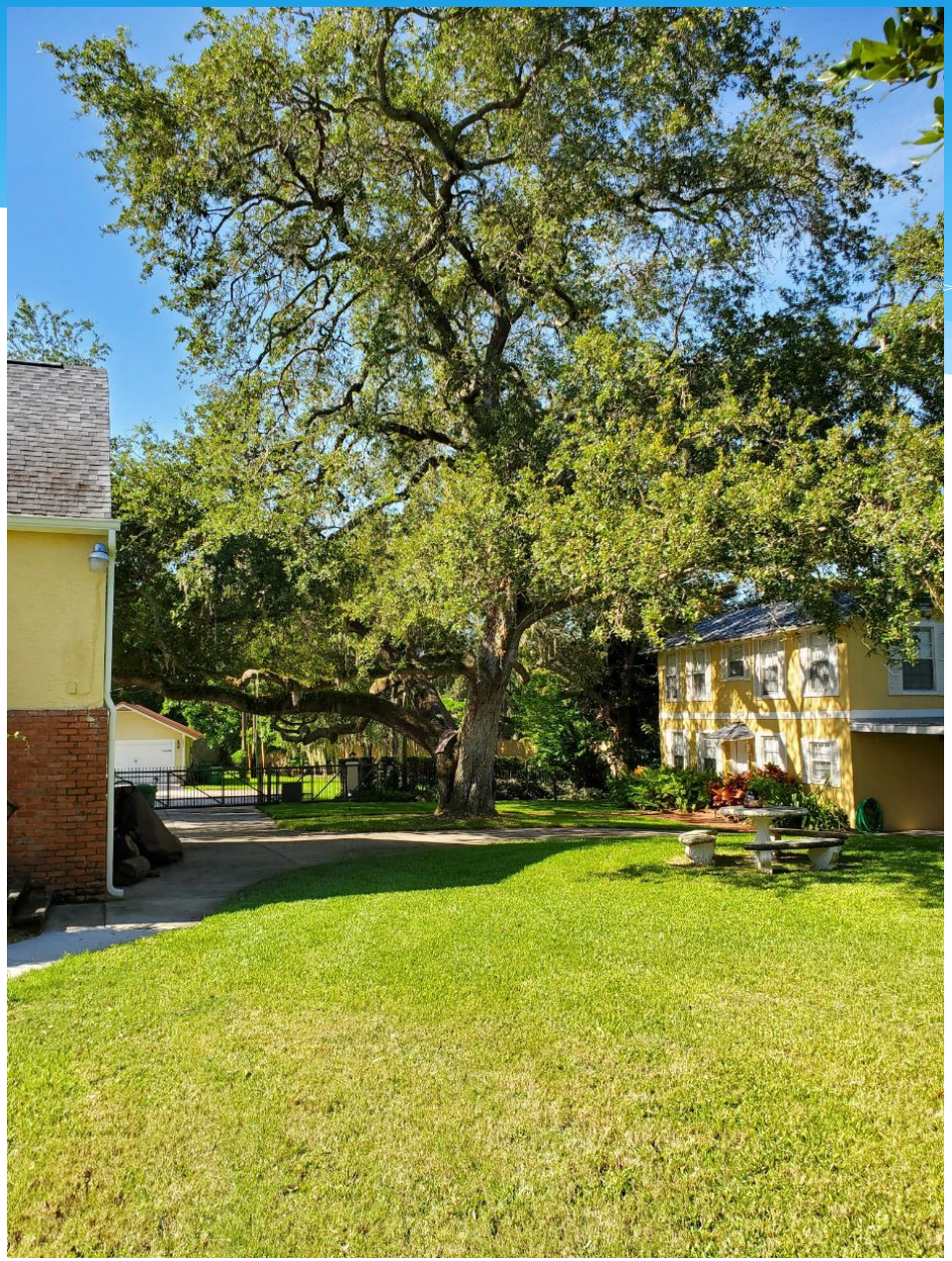


Homes





Homes



Homes





Project Cost Summary

50/50 Funding	Expense Debit	Funding Credit
	High Cost Estimate	
Public Infrastructure Cost	($8,300,000)	
Eng/Bidding/Inspection	($605,865)	
SOIRL Funding match		$3,540,000
Max Grant Funding		$3,540,000
Private Costs	($3,000,000)	
Eng/Bidding/Inspection	($120,000)	
SOIRL Funding match		$1,560,000
Max Grant Funding		$1,560,000
Totals	($12,025,865)	$10,200,000
Needed Funding	($1,825,865)	

Questions



Legislation Details (With Text)

File #:	22-537	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/31/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of August 23, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-23-2022_Minutes ADA.pdf EXHIBIT A: HCVMS Update 2022 (Presentation (169)) (2).pdf EXHIBIT B: Boys & Girls Club Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 31, 2022
Agenda Date: September 13, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of August 23, 2022, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of August 23, 2022, as written or with amendments

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MINUTES
City of Cocoa
Regular Meeting of The City Council

August 23, 2022

A Regular City Council Meeting was held on Tuesday, August 23, 2022, 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.

Councilmember Goins provided the invocation and young men with "The Young Kings" led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Charlene Neuterman, Community Services Director; Samantha Senger, Asst. to the CM/PIO; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Mitch Lawyer, Tech Services Supervisor; Bryant Smith, Public Works Director; Lora Howell, Deputy Finance Director; and Erik Montgomery, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 23, 2022. (22-491)

2. Minutes: (a) Minutes of the Budget Priorities Workshop of July 8, 2022. (22-468)

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to approve the Agenda as presented for the Regular meeting of August 23, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, to approve the Minutes as written for the Budget Priorities Workshop of July 8, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

II. Awards and Presentations:

I. Presentation by Historic Cocoa Village Main Street. (22-444). (HCVMS)

The Executive Director, Amanda provided a detailed presentation[1] on the Historic Cocoa Village Main Street. She thanked the City for all of its support and allowing them to be a part of the growth of Cocoa Village.

2. Presentation from the Boys and Girls Club of Central Florida and Open-Door Concierge Services -The Young Kings, on the "Summer for the Kids", State and Local Fiscal Recovery Funds - Grant Award/Program. (22-507). (Finance Director)

Ms. Bowman reminded Council that they had approved a donation for summer programs and these are two of the groups that received the funding.

Erin Harvey and Jack Masson presented on behalf of the Cocoa Boys & Girls Club. She provided a presentation[2] on the activities that were done this summer and explained in detail how the grant funding was utilized. She thanked the city for this opportunity.

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1 EXHIBIT A: Presentation by HCVMS

2 EXHIBIT B: Presentation by the Boys & Girls Club

Jack Masson spoke as the Board Member Chairman and felt that out of all of his career, this has been the most rewarding opportunity he has had. He added that with this assistance, the City helped allow children to be exposed to new experiences and opportunities that they may never have had. He thanked everyone again.

Tee Owens with Open-Door Concierge Services spoke on behalf of their program and explained what their mission is. She advised that they wanted to start a program for minority young men. She explained what the funding allowed them to do, such as guest speakers, activities, field trips, etc. and pointed out that they were also able to provide each young man with a stipend for school shopping to purchase what they needed, whether it was clothes or supplies. Ms. Owens further introduced Gerard Thomas. He also thanked the City for his opportunity and hoped they would be able to do it again next summer.

The young men were introduced and a few of them spoke on how the program impacted them.

Their website is www.opendoorinc.org.

IV. Delegations:

John Niland, Orchid, Florida, Solutions Environmental Energy, was in attendance to speak about fluoride and he advised that there have been sixty studies done worldwide that prove that fluoride reduces the IQ in children. He spoke in furtherance about the chemicals that the City uses and provided a package of information for Council.

Barbara McNeil, Cocoa resident, thanked Mayor Blake for helping in the cleanup of Aurora Street.

Anita Gibson, Cocoa resident, spoke in regards to the need of a cold case unit at the Police Department. She does not want this pushed aside and reiterated the importance of a cold case unit. Crime never goes away and she felt more officers are needed. She is going to make an appointment with the City Manager and Chief of Police in regards to the evidence room for homicides.

V. Consent Agenda:

(A) General Consent Items:

1. Approval of the Municipal Services Agreement with Historic Cocoa Village Main Street. (22-435). (Asst. to the CM/PIO)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Construction of the Influent Pump Station (IPS) Rehabilitation Project at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Amendment #1 to the Master Services Agreement with Garney Companies, Inc., and Petticoat-Schmitt Civil Contractors, Inc., and Amendment #3 to the Master Services Agreement with Wharton-Smith, Inc., for Construction Manager at Risk (CMAR) Services for Specified Water and Wastewater System Projects. (22-464). (Utilities Director)

3. Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2022 through September 30, 2023, with an estimated annual premium of $228,755, pending approval of the FY2023 budget. (22-477). (Administrative Services Director)

4. Council approval for the City to apply for FDEP Resilient Florida Grant funding in the amount of $1.75M with a 50% match for the construction of the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project estimated at a total of $3.5M. (22-489). (Public Works Director)

5. Award Bid B-22-14-COC, Filter Belt Press Programmable Logic Control (PLC) Upgrades (Project WS17FC) to C.C. Control Corporation of West Palm Beach, FL, in the Amount of $142,700; Approve a Contingency Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $21,405 (15% of the contract amount), for a Total Project Cost of $164,105; To Authorize the City Manager to Execute the Contract. (22-492). (Utilities Director)

6. Approval for the City to apply for Save Our Indian River Lagoon (SOIRL) tax cost-share funds for an estimated amount of $24,500 to install floating wetlands at the N Fiske Blvd. Stormwater Pond. (22-494). (Public Works Director)

7. Council approval for the City to apply for the Resilient Florida Grant funds in the amount of $100,000 for the Cocoa Coastline Stormwater Nutrient Removal Planning Study. (22-497). (Public Works Director)

8. Approval of requested changes to Pay Plan for Fiscal Year 2022. (22-509). (Administrative Services Director)

(B) Multi-Year Contracts:

9. Approve a multi-year contract for banking services with Truist Bank (Formerly SunTrust Bank) piggy-backing off the Marion County Clerk of Circuit Court contract RFP12C-183 and authorize the City Manager to sign all the necessary documents. Further, if required by the bank, authorize the City Manager to approve a banking resolution with the advice of the City Attorney and authorize the Mayor to execute said resolution, if necessary. (22-486). (Finance Director)

*** Motion by Councilmember Dyal; Seconded by Councilmember Koss, to approve the Consent Agenda.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

1. Seek Council approval on the addition of a requirement for compostable serving products for all food vendors at City events only. (22-496). (Asst. to the CM/PIO)

Ms. Senger provided a background on this item and advised that this had come up at a previous workshop for vendors at City events to use compostable products only. Staff has spoken with some vendors as well as conducted research. Staff is proposing to add necessary wording to the current application in use.

She pointed out that there were some concerns with one of the vendors as they have been in participating in City events for fifteen years and there is not an alternate option for his product. Wording was added to the application for these instances as well.

Additionally, water bottles would still need to be allowed.

Ms. Senger further noted that there is an additional cost associated with these types of products. Some of the vendors are used to this because other cities have the same requirements.

Mayor Blake stated that Melbourne Beach and Indialantic have similar policies. Ms. Senger answered in the affirmative and reiterated that they researched other cities' policies and worked with the attorney's office on this.

Councilmember Koss thanked her for the research and shared that this is a trend and felt that everything that can be done with our sister cities is good.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Hearn, to approve the item, with discussion.**

Councilmember Goins acknowledged April Sullivan who was in attendance and has a food truck. She also is the owner of 321 Food Truck Rallies. Their issue with these types of items is that there is currently a short supply, they are costly and hard to find.

Councilmember Goins advised he was a "no" vote on this and he knows the costs of everything these days and prices are too high. They would have to add $2-$3 to everything just to abide by this.

Ms. Sullivan stated that this would only be for City events. She further stated they were asking vendors to use these items when they want the vendors here for events but they cannot work here any other time. She has a license but no one else has been able to get one. She explained that issue in furtherance.

Councilmember Koss asked Ms. Sullivan if she was aware of the Keep Brevard Beautiful Co-Op for compostables because through the co-op they have brought the costs way down.

Deputy Mayor Hearn has heard the same concerns and would asked that this ordinance be reviewed.

City Manager Whitten clarified Ms. Sullivan's issue with the food trucks. In response Ms. Sullivan explained how some of the other cities operate with food truck licenses and policies.

Deputy Mayor Hearn asked when the ordinance was adopted. It was noted July 2020.

City Attorney Garganese spoke in reference to the State statute and what it states and noted that our ordinance does not prohibit food dispensing in the City. There are other requirements addressed within the ordinance and there is a form but he would have to go back and look at that in depth. He advised that it was Council's prerogative to look at the ordinance again, however, this is not what this item is about.

Ms. Senger clarified that this item is to add wording to the food vendor policy only at City sponsored events. Staff has been in contact with Keep Brevard Beautiful and will get the vendors in touch with them.

City Manager Whitten reiterated that Ms. Sullivan has two issues: one is the composting and the other is food truck vending.

THE VOTE ON THE MOTION WAS AS FOLLOWS:

AYES: Hearn, Koss

NAYS: Blake, Dyal, Goins

THE MOTION FAILED (2-3)

2. Consideration of a Pre-Development Tree Mitigation Contribution Deferral Agreement for the Orchid Lake development, a 90-unit affordable, multifamily rental housing development proposed to be located on the southwest corner of Michigan Avenue and University Lane, which will defer and eliminate or reduce the Tree Mitigation Contribution required by the City Code for failure to provide tree replacements on site. (22-503). (City Manager)

City Manager Whitten provided a background on the item and advised that this is in an affordable housing project and due to the need of affordable housing in the City this item was brought forward.

*** MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve item, for discussion.**

Attorney Rezanka, representing HTG Orchid Lake, thanked Council and noted they were happy with staff and the agreement as written.

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consideration of a Pre-Development Tree Mitigation Contribution Deferral Agreement for BTGM, LLC, related to a 210,000 square-foot industrial manufacturing facility to be located on Grissom Parkway, which will defer and eliminate or reduce the Tree Mitigation Contribution required by the City Code for failure to provide tree replacements on site. (22-502). (City Manager)

City Manager Whitten noted while the other item was in pursuit of affordable housing, this one is in pursuit of new jobs and increasing the tax roll in the City. This is for Diamondback who is proposing a 210,000 square foot expansion facility in the City. This agreement is also in regards to the tree mitigation. This facility would be comparable in size of the new Amazon facility.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the item, for discussion.**

Bobby Fleckinger, the CEO for Diamondback advised that he has been in Cocoa for many years and has been in business for over thirty-three years. This is an airboat company and as of today they employ 329 people. They want to stay in Cocoa. They are bringing in employees from other states as well. Between the building and new equipment the costs will be around $39 million and that is just for the marine division. They also pay for employee's training, schooling, etc.

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approve the Final Assessment Resolution 2022-078 for Stormwater Utility Services, Fiscal Year 2023. (22-485). (Finance Director)

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve the Final Assessment Resolution 2022-078 for Stormwater Utility Services, Fiscal Year 2023.**

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Final Assessment Resolution 2022-077 for Fire Protection, for Fiscal Year 2023. (22-484). (Finance Director)

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve Resolution 2022-085 revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code repealing Resolution 2021-058 in its entirety.**

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Resolution 2022-085 revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code repealing Resolution 2021-058 in its entirety. (22-447). (Community Services Director)

Ms. Neuterman provided a background on the item and explained how these new fees were derived as well as what they were based on. She spoke about the Citizenserve system and pointed out that people are becoming more used to working in the system so this is to help clean up some fees. Additionally, they are

trying to stay more consistent with the County and other cities. She mentioned other main changes to fees.

In closing, she pointed out that since August 1st there have been 568 inspections and many of those were cancelled. Cancelled inspections cost staff time. Implementing these fees will make the contractor responsible.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Dyal, to approve Resolution 2022-085 revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code repealing Resolution 2021-058 in its entirety.**

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve Resolution 2022-086 revising the building fire plan review & inspection fee schedule related to the issuance of building permits & fire inspections pursuant to the Florida Fire Prevention Code & repealing Resolution 2019-019 in its entirety. (22-500). (Fire Chief)

Chief Lamm provided a background on this item and spoke in detail about the fees and changes. He advised they did comparisons with other municipalities in Brevard County.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss, to approve Resolution 2022-086 revising the building fire plan review & inspection fee schedule related to the issuance of building permits & fire inspections pursuant to the Florida Fire Prevention Code & repealing Resolution 2019-019 in its entirety.**

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Staff is seeking approval to reject all bids and rebid ITB B-22-15-COC Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R. (22-505). (Public Works Director)

* **MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 7/31/2022. (22-456). (Finance Director)

2. Calls for service provided by the Cocoa Fire Rescue Department for the month of July 2022. (22-458). (Fire Chief)

3. Review of City of Cocoa and LIUNA Memorandum of Understanding regarding health insurance. (22-478). (Administrative Services Director)

4. Review of the Memorandum of Understanding between the City of Cocoa and International Association of Firefighters Local 2416 to amend Article 28 Insurance regarding health insurance. (22-479). (Administrative Services Director)

5. FY 2022 Budget Adjustment Report. (22-480). (Finance Director)

6. Data showing the relation between the estimated and actual income and expenses to date. (22-481). (Finance Director)

7. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (22-482). (Finance Director)

8. Bi-Weekly Council Update Report. (22-510). (City Manager)

X. Reports:

Mayor Blake acknowledged Mr. Lloyd Roberts who was in attendance and recently appointed as the Chairman of the Code Enforcement Board.

City Attorney Garganese advised that the City prevailed at the Florida Supreme Court on the Villas case.

Mayor Blake announced that the City Manager's birthday was this Friday and asked all to join in singing Happy Birthday to him.

City Manager Whitten further pointed out that were several staff members with birthdays as well and he acknowledged all of those with August birthdays.

Councilmember Goins shared photos of his attendance at the Florida League of Cities Annual Conference and congratulated Mayor Blake who was elected as the 2nd Vice President for Florida League of Cities.

Additionally, he shared photos of Cocoa High School's new weight/locker room and advised that Academy Sports had donated all new equipment. They were going to be featured on ESPN as well. He showed a video as well as photos of the new murals being painted in room.

Lastly, photos were shown of Ms. Dorothy Simms who just celebrated her 95th birthday and of him in attendance at the Black Excellence Awards Gala.

In closing, he stated it has been a busy two weeks but the City was going in a good direction.

Councilmember Koss gave a shout out to the Shaw's for opening the Children's Hunger Project. She advised it was a nice space to carry out their mission.

Councilmember Koss apologized for the last Council meeting where she mentioned a staff members' name. That was not of good form and it distracted from the real issues.

She mentioned the condition of the Lagoon and was happy to see that they were applying for a grant for stormwater projects.

Mayor Blake thanked her for apologizing and recognized Mr. Walsh and all citizens and employees and stated they will always be supported.

Deputy Mayor Hearn attended the FLC Annual Conference and Cocoa is a topic of conversation and is being noticed.

He appreciates staff and asked all to continue to watch out for children in the mornings. He was able to help Cocoa High this morning and thanked all who came out to help.

Mayor Blake spoke on his election as the FLC 2nd Vice President. He believes it was in God's favor and he thanked the many who voted and supported him. Photos were shown from his attendance at the FLC Annual Conference.

He mentioned the upcoming Cocoa Tigers football game against Jones High School Tigers this Friday, August 26th. He gave blessings to Cocoa High Principal Denise Stewart and staff for preparing the school for this upcoming season.

Mayor Blake attended a function in Melbourne which was with the Christina Coalition of Brevard County and it was a wonderful time.

He met with Cheryl Cominsky with the Children's Hunger Project and thanked the Shaw's as well.

Mayor Blake spoke to the Rotarians this past Tuesday and he thanked both Mr. Webb and Jack Masson for that opportunity.

Lastly, he mentioned a visit to the Brevard Medical Examiner's office with a young man and his family. The young man is very interested in that as a career.

He further announced to the residents on Church St. and others that their requests have been heard and something is going to be done. He also asked Chief Collier if signage could be put up as homeless are living under the bridge such as "Overnight Stay Not Permitted". He wants people to feel safe.

In closing, Mayor Blake reminded all to buy local, spend local, and keep it local.

Deputy Mayor Hearn provided an update on the Brevard County Fire Fighters recently involved in an accident. They are still recovering and asked for a moment of silence for them.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Regular meeting of August 23, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:52 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk



Historic
COCOA VILLAGE
MAIN STREET

EXHIBIT A: HCVMS Presentation

MISSION

The mission of Historic Cocoa Village Main Street is to continue the development of a vital, inviting commercial district in the Village. We are dedicated to historic preservation, promoting the shops, restaurants and businesses in the Village and offering a vibrant civic gathering place for all to enjoy.

2022 Board of Directors

President | Pam Shaia, Tails at the Barkery
Vice President | Emma Kirkpatrick, Ossorio Bakery & Cafe
Secretary | Nancy Elliott, Resident
Treasurer | Laurie Bartuccio, Rare Essentials

Amy Elkavich, hello again books
Barbara Bumgardner, Barefoot Designs
Brad Whitmore, Bobbi's at Parkside
Connie Harvey, Resident
Eva Marlow, Village Cycle Shoppe
Kaitlyn Aliano-Weisberg, Resident
Lexie Von Bobinski, Property Owner
Mikey Trobagis, Rec 225
Steve Shatsoff, My Favorite Treasure

Staff

Executive Director | Amanda Muzaurieta
Book Keeper & Office Manager | Susan Bailey
Event Coordinator | Carolyn Sheriff

MAIN STREET AMERICA®
2022 Accredited

FLORIDA Main Street

COCOA VILLAGE IMPACT DATA

October 2021 - July 2022



New Businesses

32



New Jobs

305



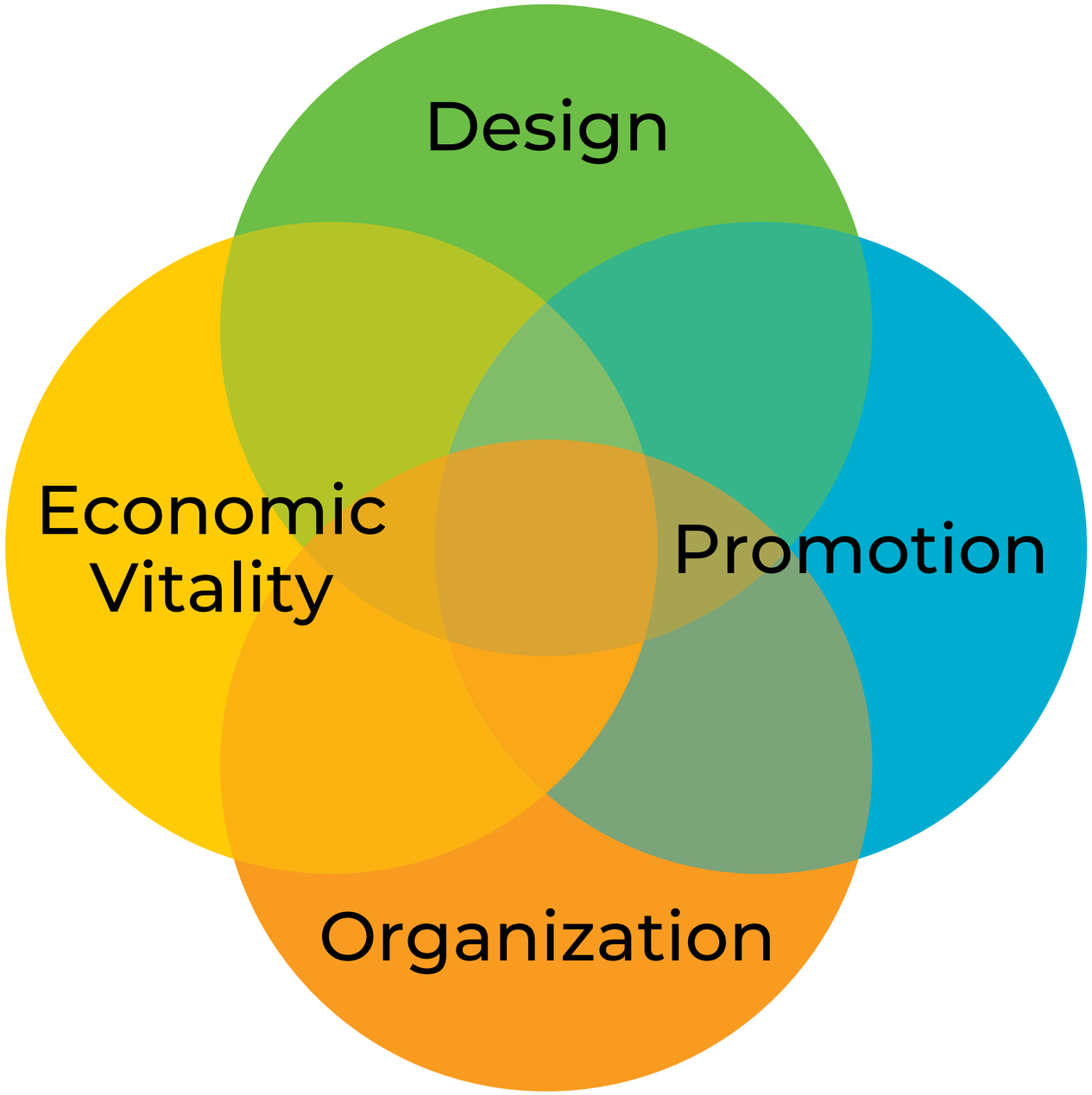
Reinvestment

$2,562,159



Volunteer Hours

1,134


Design
Economic Vitality
Promotion
Organization



PROMOTION COMMITTEE - *Special Events & Image Development*











PROMOTION COMMITTEE - *Special Events & Image Development*











PROMOTION COMMITTEE - *Special Events & Image Development*



PROMOTION COMMITTEE - *Special Events & Image Development*



PROMOTION COMMITTEE - *Special Events & Image Development*





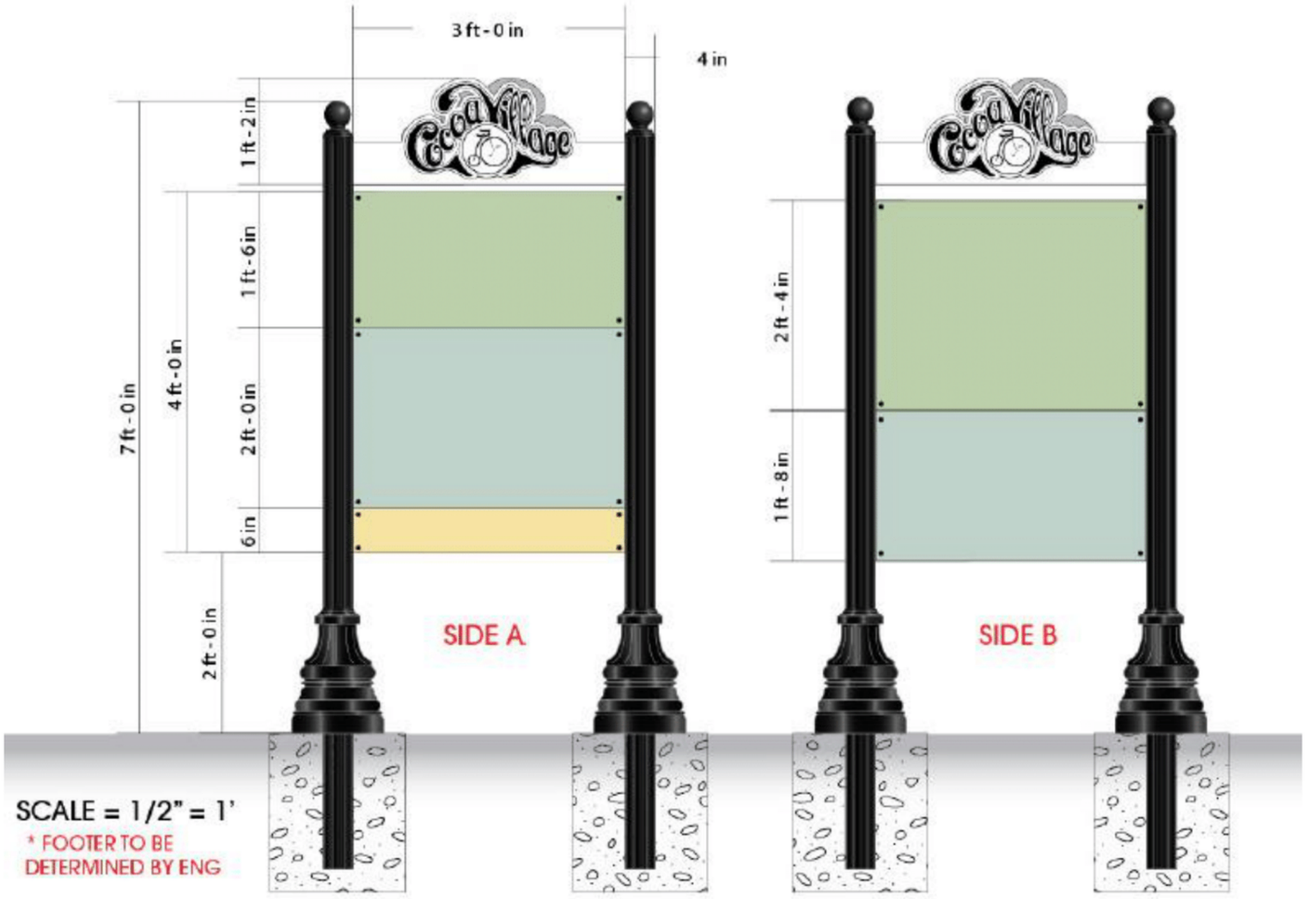






DESIGN COMMITTEE - *Physical & Visual Enhancement*





DESIGN COMMITTEE - *Physical & Visual Enhancement*



HCVMS Members

Private group · 76 members

Historic Cocoa Village shared a **post**.
Admin · July 8 ·

The City of Cocoa is hosting its annual school supply drive. If you would like to participate as business, we suggest you place a collection box in your store and offer some form of discou customers who participate!

Donations are accepted at the following locations throughout the month of July.

Cocoa City Hall, City Clerk's Office: 65 Stone St.
Fire Station 1: 1740 Dixon Blvd.
Fire Station 2: 300 Brunson Blvd.
Fire Station 3: 3505 SR 524
Cocoa Police Department:1226 We... See more



Robin Kasten Wilson
July 13 ·

Here's our new logo. Have forgotten to update you.



Historic Cocoa Village
Admin · July 2 ·

IMPORTANT CITY MEETINGS NEXT WEEK!

CRA Meeting

July 5, 2022, at 6:00 PM

Framework Group will use this session to discuss an 85% rebate on City taxes to help with th development of the apartment complex at 430 Brevard Ave.

Planning & Zoning Hearing

See more



Historic Cocoa Village shared a **post**.
Admin · August 12 at 8:42 AM ·

HCVMS is so thankful to have such dedicated members! Thank you to everyone who showe up and engaged with one another to help grow our community!

Another HUGE shout out to the HCVMS Design Committee for creating and making this drea reality! Connie Harvey, Suzy Fleming Leonard, Kaitlyn Aliano-Weisberg, Fancy Nancy, and Ruth Prather, we couldn't have done this without you!



ECONOMIC VITALITY COMMITTEE - *New & Existing Business Support*



ECONOMIC VITALITY COMMITTEE - *New & Existing Business Support*



Clarity Messaging Story

CivicBrand

ORGANIZATION COMMITTEE - *Community Involvement & Marketing*

Cocoa Village

HISTORIC

Cocoa Village

MAIN STREET

Hot Cocoa Holidays

JENN GALLO

ORGANIZATION COMMITTEE - *Community Involvement & Marketing*



ORGANIZATION COMMITTEE - *Community Involvement & Marketing*





ORGANIZATION COMMITTEE - *Community Involvement & Marketing*

COMMUNITY GIVEBACK



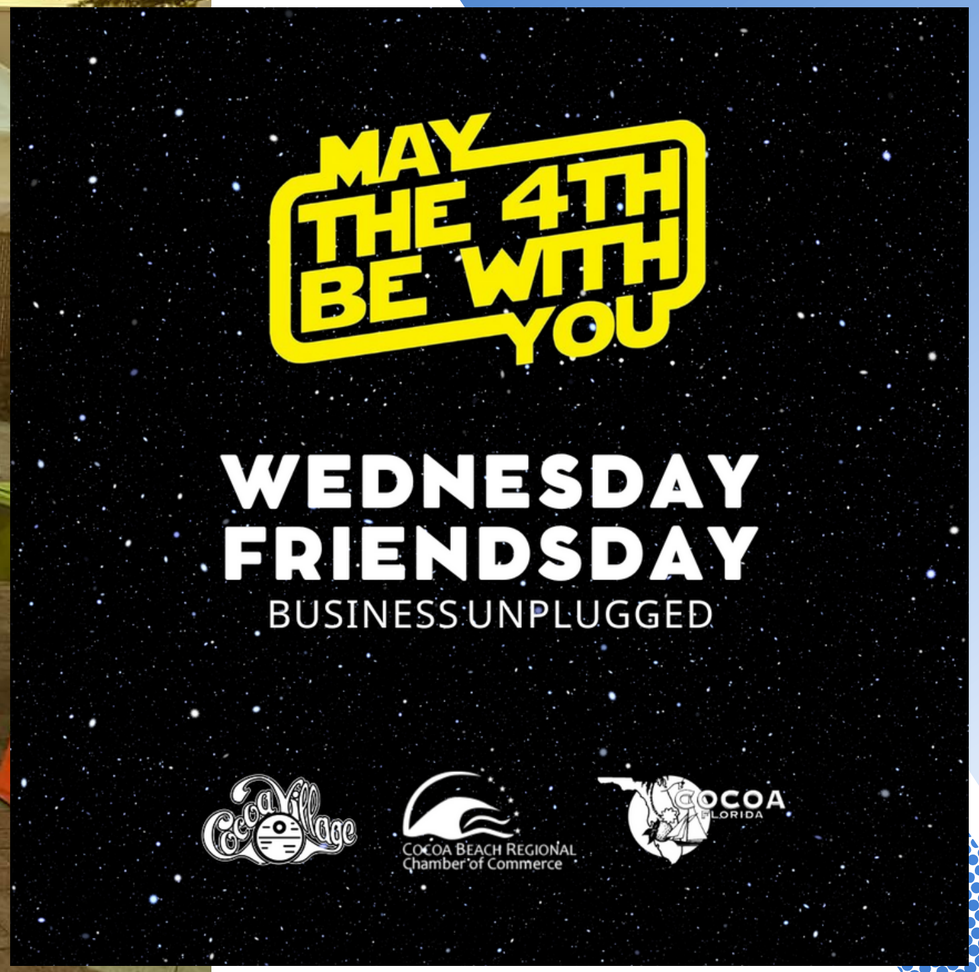






CITY PARTNERSHIP





FUTURE PROJECTS



Waste
Assessment



Shuttle
Research



Welcome
Packets



Murals
Guidelines

MEMBERS

CARROLL DISTRIBUTING COMPANY
COCKTAILS 2 YOU
3 SPARROWS GIFT & BASKETS
ACAI-LICIOUS
ACTION ACCOUNTING
ANATOLIAN DESIGNS
ANGELS OASIS
ANTILLES TRADING COMPANY
ANTIQUES & COLLECTIBLES TOO
APRIL ROCCO ART STUDIO
B&B CANDLES AND SOAPS
BAREFOOT DESIGNS
BOBBI'S AT PARKSIDE
CAFE MARGAUX
CANDY AFFAIR CANDY BOUTIQUE
CAROLYN SEILER GALLERY
CINDY LEE'S
COCOA ELK #1532
COCOA VILLAGE MARINA
COCOA VILLAGE PLAYHOUSE
COCOA VILLAGE PUBLISHING
CONTEMPORARY CONCEPTS
CRYDERMAN'S BARBECUE
NEW LOOK BOUTIQUE
D'VINE WINE GARDEN
DALE SORENSEN REAL ESTATE
DIRTY OAR BEER COMPANY
DOG 'N' BONE BRITISH PUB
EL DIABLO TEQUILA AND TACO BAR
FLORIDA HISTORICAL SOCIETY
FROM OLIVES AND GRAPES
GEORGE & DRAGON ENGLISH TAVERN
GFWC COMMUNITY WOMAN'S CLUB
GREEN CIRCLE ART
HELLO AGAIN BOOKS
HOGAN'S IRISH PUB
IRON FLAMINGO CROSSFIT
JAN'S YOU FRAME IT
JON'S FINE JEWELRY
KEEP IT LOCAL BREVARD
KIMCO REAL ESTATE
LAST CALL CONSIGNMENT & ARTS
LILAC LANE BOUTIQUE
LORI PRELL STUDIO
LUCILLE JANE SALON
MAGIC DOVE MAGIC SHOP
MARINA BAY BOUTIQUE
MARINO'S RESTAURANT
MAVEN BLOOM BEAUTY BAR
MOMOFUKU STUDIO
MOTHERLOVE MASSAGE
MURDOCK'S BISTRO & CHAR BAR
MY FAVORITE TREASURES
NIGHTEN DAY
NIKKI'S ATTIC
ONE SOTHEBY'S INTERNATIONAL REALTY
ORGANIC GIRLY
OSSORIO BAKERY & CAFE
PARROT'S COVE MALL
PIT STOP PARLOR
PUB AMERICANA
RARE ESSENTIALS
READINGS BY TINA
REBELLION WINE BAR
REC 225
RIVER ROAD COFFEE & POPSICLES
ROBIN'S NEST CUSTOM EMBROIDERY
RYAN'S PIZZA & PUB
SALON ON BREVARD
SAND AND SEA GIFTS AND GALLERY
SEASIDE GARDEN STUDIO AND GALLERY
SELFIE SHACK
SIMPSON LEGAL GROUP
ST MARK'S EPISCOPAL ACADEMY
STOR A-WAY COCOA
STUDIO 2 TWENTY 4 SALON
STUMPY'S HATCHET HOUSE
STYLE WITH STACEY
SUNSHINE SHOP
TAILS AT THE BARKERY
TANGLED ROSE BOUTIQUE
TANGO AND TIES
THE ALLEY
THE BATH COTTAGE
THE PATINAED FLEUR
THE SEA WITCH OF COCOA VILLAGE
THE SEASIDE SUCCULENT
THE TOY BOX
THE TREASURE HUNTERS MALL
THE TULIP RESTAURANT & LOUNGE
THE WINE LADY
TIN WHISKEY SOUTHERN KITCHEN & STILL
TMZ DESIGNS
TRAVEL BY GINNY
UNIVERSAL ENERGY MASSAGE
VICTORIA CHANDLER PHOTOGRAPHY
VILLAGE BEACH HOUSE
VILLAGE CYCLE SHOPPE
VILLAGE FOOD TOURS
VILLAGE GENERAL STORE
VILLAGE IDIOT PUB
VILLAGE PILATES
VILLAGE TIMEOUT PLUS
KAITLYN ALIANO-WEISBERG
NANCY ELLIOTT
ED & MARILYN GREEN
CONNIE & BOB HARVEY
JESSICA HONEYCUTT
LORRAINE KOSS
SUZY LEONARD
DEBBIE MINICUS
ASHLEY PENNINGTON
RUTH & DAVID PRATHER
MARIE SWARNER
LEXIE VON BOBINSKI
RICK & JAN WYNN
THERESA ZIDE

GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA

City of Cocoa
Summer for Kids

COCOA FLORIDA

EXHIBIT B: Presentation by the Boys & Girls Club

Recovery from COVID Protocols & Restrictions

- Learning Slide
- Social Emotional Development
- Re-engagement/reduced # of children served

GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS
OF CENTRAL FLORIDA



GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA

Games for the love of learning!









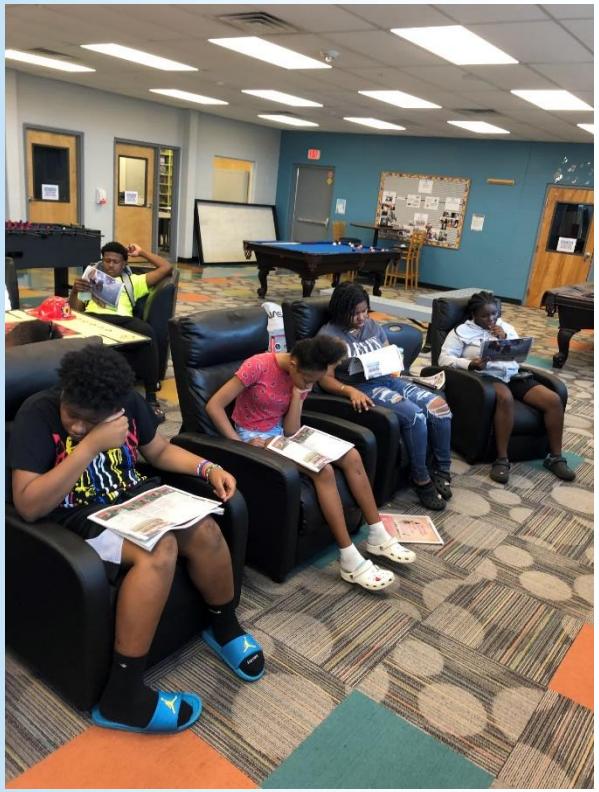


GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA

Literacy











GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA

Social Emotional Development









GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA

Workforce Development











GREAT FUTURES START HERE.

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA

Field Trips!











Legislation Details (With Text)

File #:	22-567	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/16/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of September 13, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-13-2022 Minutes_ADA.pdf EXHIBIT A: FY2023 Budget 1st Public Hearing Presentation (9-13-22) Final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2022
Agenda Date: September 27, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of September 13, 2022, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of September 13, 2022, as written or with amendments.

powered by Legistar™

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 13, 2022

A Regular City Council Meeting was held on Tuesday, September 13, 2022, 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.

Mayor Blake acknowledged the date of September 11th and a moment of silence was held in honor of Queen Elizabeth II.

Councilmember Goins provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

Mayor Blake recognized an Eagle Scout who was in attendance. Jack Byrd introduced himself and advised that he had an Eagle Scout Project proposal for the City of Cocoa. He explained that it would entail placing plaques in public green spaces in Cocoa and that these plaques would explain why nature is good for your mental health. Each plaque would also include a QR code that could be scanned and would provide mental health resources. His mother is the founder of non-profit Counselors for Change and she was in attendance as well.

Deputy Mayor Hearn assured him that Mr. Smith from Public Works would be reaching out to him.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney

Stockton Whitten	City Manager
Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Charlene Neuterman, Community Services Director; Samantha Senger, Asst. to the CM/PIO; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; Bryant Smith, Public Works Director; Lora Howell, Deputy Finance Director; and Erik Montgomery, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 13, 2022. (22-533)

*** MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to approve the Agenda as amended to add Council Business, Item VII.4 (File ID 22-554), for the Regular meeting of September 13, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of July 12, 2022 (22-534)
(b) Regular Meeting of July 26, 2022 (22-535)

*** MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to approve the Minutes for the Regular Meeting of July 12, 2022 and the Minutes for the Regular Meeting of July 26, 2022, as written.**

AYES: Blake, Hearn, Dyal, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

Johnnie Dennis, Cocoa, commended the Mayor, City Manager and staff for the hiring of a new Police Chief. He provided his reasonings why and feels that there has been a 180 degree turn around in police conduct. He reiterated his thanks to everyone.

V. Consent Agenda:

(A) General Consent Items:

1. Approve Task Order 2023-27 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2023-26 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2023 Budget. (22-411). (Utilities Director)

2. Approve Task Order 2022-25 with Jacobs Engineering Group, Inc. (Jacobs) for the Bidding Phase Assistance and Services During Construction (SDC) for the Viera Booster Station Chloramination Improvements Project (WS21VP). (22-457). (Utilities Director)

3. Approve Task Order No. 2023-28 to Jacobs Engineering Group, Inc. to Provide Program Management/ Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment (Pending Approval of the FY 2023 Budget). (22-462). (Utilities Director)

4. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2023, pending the final Adoption of the City of Cocoa Fiscal Year 2023 budget. (22-463). (Chief of Police)

5. Authorize the City Manager to Approve Change Order No.1 to PO #79344 with Ring Power in the Amount of $20,000.00 to Cover any Necessary Generator Maintenance or Repairs for the Remainder of FY 2022. (22-470). (Utilities Director)

6. Approve a Resolution Amending the FY2022 Budget, BAF 22-123-T to Reallocate Funds to Purchase Petroleum Products from Glover Oil Company Located in Melbourne, Florida. (22-471). (Utilities Director)

7. Approve a Resolution Amending the FY2022 Budget, BAF 22-131-T to reallocate funds from Utilities/Operating Expenses Account (421-4020-536.52-00) into the IT-Related Operating Expenses Account (421-4020-536.56-15). (22-473). (Utilities Director)

8. Approve a Vehicle Purchase Utilizing the Sourcewell Contract 060920-NAF; To Approve A Resolution Amending the FY22 Budget, BAF#22-126-T to Transfer

Available Funds in the Amount $39,311 from the 46-00 (Repairs and Maintenance) Account into the 64-00 (Machinery & Equipment) Account. (22-490). (Utilities Director)

9. Approve Task Order 2023-30 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC (Pending Approval of the FY 2023 Budget). (22-512). (Utilities Director)

10. Approve a Budget Resolution, Amending the FY2022 Budget, BAF#22-132-T in the amount of $360,247; Approve Change Order #1 for E & D Contracting/PO 79480; Approve Project Resolution authorizing the City Manager to issue change orders with a total project contingency not to exceed $511,048 for the Sellers BNR Project (WS1222). (22-513). (Utilities Director)

11. Authorize the City Manager to approve Purchase Orders for electrical utilities as they relate to electrical consumption only and for Verizon cellular and data services consumption for FY2023, pending the approval of the FY23 Budget. (22-519). (Finance Director)

12. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2022 through September 30, 2023 with an estimated premium of $1,338,979 pending approval of the FY2023 budget. (22-520). (Administrative Services Director)

13. Approve 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 (Pending Approval of the FY 2023 Budget). (22-528). (Utilities Director)

(B) Multi-Year Contracts:

14. Approve the participation in a multi-year Cooperative Purchase Agreement, Sourcewell Contract #010720-AXN, with Axon Enterprises Inc., in the amount of $534,930.06 for body cameras and Tasers, holsters, training, training cartridges, live cartridges, licenses and unlimited storage for five (5) years ending on September 30, 2027. Pending the Adoption of each Fiscal Years Budgets. (22-455). (Chief of Police)

15. Approve Bid No. CS22-11-COC Pest Control Services to Florida Pest Control and Chemical Company, Orlando, FL for Monthly Pest Control Services to City Buildings; To Approve as a Multi-Year Contract from FY2023 through FY2025 with the option for two 12-month extensions, for a total of five (5) years pending approval of the FY2023 Budget and additional fiscal years; To Authorize the City Manager to Execute the Contract and any subsequent Amendments or Extensions. (22-467). (Public Works Director)

16. Approve Task Order 2023-27 with Carollo Engineers, Inc. for Engineering Design Services for the Internal Recycle Pump (IRP) Replacement Project, and Bidding and Procurement Assistance for the IRP Replacement Project, the Influent Pump Station Rehabilitation Project, and the Transfer Pump Station Rehabilitation Project at the Jerry Sellers Water Reclamation Facility (Pending FY23 Budget Approval); To Approve as a Multi-Year Contract from FY2023 through FY2024. (22-517). (Utilities Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. (a) Conduct a Public Hearing on the tentative millage rate and tentative budget and: Adopt Resolution No. 2022-087 adopting a tentative millage rate of 6.4532 mills, for the City of Cocoa, commencing on October 1, 2022 and ending on September 30, 2023.

Ms. Bowman provided a presentation[1] and advised that this was a part of the budget adoption process. This was the first public hearing and the adoption of a tentative millage rate and the adoption of a tentative budget for FY 2023 was required tonight.

She pointed out that the tentative millage rate cannot exceed the millage rate of 6.4532 which was approved by Council on July 26, 2022, by a unanimous vote of (5-0).

A comparison of all cities in Brevard County of millage rates for FY 2023 was shown.

[1] EXHIBIT A: FY 2023 Budget Presentation/1st Public Hearing

Lastly, the following Public Announcement was made:

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9866
- The millage rate of 6.4532 is a tax increase of 7.79% as a percent change of the rolled- back rate
- The millage rate to be levied is 6.4532 which is the same as the current year tax rate

The Requested Action is: Approve Resolution No. 2022-087, adopting the tentative millage rate of 6.4532 mills. for the City of Cocoa, commencing on October 1, 2022 and ending on September 30, 2023.

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

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to approve Resolution No. 2022-087 adopting a tentative millage rate of 6.4532 mills, for the City of Cocoa, commencing on October 1, 2022 and ending on September 30, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

(b) Adopt Resolution No. 2022-088 adopting the FY2023 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2022 and ending on September 30, 2023. (22-521). (Finance Director)

Ms. Bowman provided a presentation and reviewed the FY 2023 Tentative Budget in detail by providing a FY 2023 General Fund Overview; FY 2023 Water/Sewer Budget Overview; and a FY 2023 Stormwater Budget Overview.

She reminded Council the purpose of the Fund Balance Reserve Policy was to ensure that there will be adequate liquid resources to serve as a financial cushion for the General Fund.

Lastly, the following Public Announcement was made:

- Public comment on 1st public hearing for FY2023 Tentative Budget & CIP

The Requested Action is: Approve Resolution No. 2022-088 adopting the Fiscal Year 2023 Tentative Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2022 and ending on September 30, 2023.

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

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to approve Resolution No. 2022-088 adopting the FY2023 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2022 and ending on September 30, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Bowman advised that at the next City Council Meeting on September 27, 2022, they would have the 2nd Public Hearing and will be adopting the Final Millage Rate and the Final FY 2023 Budget.

VII. Council Business:

1. Consider the appointment of Marlene Weiss to the Police Community Relations Advisory Board. (22-469). (Administrative Services Director)

* **MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to appoint Marlene Weiss to the Police Community Relations Advisory Board.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the requested date changes for three previously approved road closures. (22-483). (Asst. to the CM/PIO)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the reappointment of Vincent Knowles to the Retiree Trustee position on the General Employees' Pension Board for a three-year term through October 1, 2025. (22-540). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the reappointment of Vincent Knowles to the Retiree Trustee position on the General Employees' Pension Board for a three-year term through October 1, 2025.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the Donation Application for Cocoa Presbyterian Church Carnegie Hall Performance in New York City Project. (22-554). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve the Donation application in the amount of $1,000.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approval of City of Cocoa and LIUNA Memorandum of Understanding prorating wage increases for new hires for Fiscal Year 2023 and 2024. (22-530). (Administrative Services Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the contract revisions effective Fiscal Year 2023 for the three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2020 through September 30, 2023, providing wage increases for the new Fiscal Year. (22-532). (Administrative Services Director)

Ms. Gemmati noted this is a three-year agreement but wages were only written for the one year; therefore, they were re-negotiated this year. This was ratified by the union.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None**.**

IX. Informational Agenda:

1. City Council Bi-Weekly Report. (22-547). (City Manager)

X. Reports:

Councilmember Goins spoke about an area on Paw Paw Street that was taken care of by the Utilities Department. He thanked them.

He spoke about his attendance at an event this past Sunday hosted by Pastor Shaun Ferguson which was a “First Responders Appreciation Day”. There were a few members of both the Police and Fire Departments in attendance. He appreciated them showing up for the event.

Councilmember Dyal attended the SCLC dinner on September 12th where they had an official from Brightline as the guest speaker. He, along with Mayor Blake and Councilmember Koss had the honor of saying they had been on the train. It was a very nice and well attended dinner.

There is a Chief’s Walk in District 3 coming up and he thanked Councilmember Goins for the event that he hosted at Gilmore Park. He thought it was great.

Councilmember Koss felt that the Cocoa Presbyterian Choir might be available for the upcoming Space Coast League of Cities Holiday Dinner that we host in December. Mayor Blake asked her to communicate her request to the City Clerk’s office as well as the City Manager, as we are in the planning stages at this time.

Councilmember Koss pointed out that at the SCLC dinner it was mentioned that it would be mid-year when trains start coming through the area. She further noted that the Space Coast Transportation Planning Organization was planning a coalition (even to include Volusia County), to begin priming the pump for Brightline coming to this area. She further pointed out that Mr. Gregg Stoll has a train model that will be presented and will be available for our own museum during the holiday season as an attraction.

She gave a shoutout to Dr. Doakes for Elevate Cocoa, as it is a very impressive program. There was a conference call today with a lot of people on it, including other Council members. It is a great program that is data driven with achievable goals and actions. It is a big part of economic development.

Councilmember Koss mentioned the explosion in her neighborhood that happened recently and thanked the Police and Fire Departments for their quick responses.

Mayor Blake reminded all to buy local, spend local, and keep it local. He announced that CivMil held an educational program dinner and many recipients of scholarships were in attendance.

He attended the Tuxes and Tales Gala on August 27th hosted by the Brevard Humane Society. Sheriff Ivey was a speaker and they did a phenomenal job raising money to help the organization. He thanked them for making a difference in the community.

Mayor Blake acknowledged Trey Blake, a Cocoa High School graduate and one of only eight referees in the nation in the “Shield” as he is an NFL Referee. He also recognized Neely Dunn who is another NFL Referee and Cocoa High graduate. He wanted to recognize and thank both of them.

Mayor Blake gave a “Happy Birthday” shout out to Bertha Cooper, Ellis Thomas, and Ed Jones.

He stated that Katie Mitzner with Brightline was the keynote speaker at the SCLC dinner on September 12th, which Councilmember Dyal mentioned earlier.

Deputy Mayor Hearn advised that the clearing of property had begun for the Riverwalk Development which is in District 2. He believed this was a great project and positive for Cocoa as a whole.

He announced that Matthews Hope on Forrest Avenue are in need of volunteers and invited all to a Chief's Walk tomorrow, September 14th in District 2. It begins at 5:30 p.m.

Lastly, he stated he would be having a trash pick-up on Saturday, September 24th from 8-9 a.m. They would start at Endeavor Elementary and end at Pineda Street. He welcomed all.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Goins, to adjourn the Regular meeting of September 13, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 6:45 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT A: FY 2023 Budget Presentation/1st Public Hearing

FY 2023 Budget Presentation

1st Public Hearing
September 13, 2022



Objectives of this Public Hearing

COCOA
FLORIDA

- Adopt a Tentative Millage Rate for FY 2023
- Adopt a Tentative Budget for FY2023
- Set 2nd Public Hearing – September 27, 2022 at 6:00p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922

The City must have a balanced budget by October 1, 2022



TRIM (Truth in Millage) Process

COCOA
FLORIDA

❑Step 1

Adopt the FY 2023 City of Cocoa Tentative Millage Rate

Note: The tentative millage rate cannot exceed the millage rate of 6.4532 approved by City Council on July 26, 2022, by unanimous vote (5-0).

The FY 2023 Budget was developed with assumptions of Ad Valorem Revenue at 6.4532 Mills @ 95% (State requires at least 95%), to support ongoing operational needs.

❑Step 2

Adopt the FY 2023 City of Cocoa Tentative Budget

FY 2023 Comparative City Rates

COCOA
FLORIDA

Ranking	Municipality	Current	Rolled-Back	Proposed
1	Satellite Beach	8.6312	7.8000	8.2312
2	Palm Bay	7.5995	6.5887	7.5995
3	Titusville	7.2145	6.3573	7.2145
4	Melbourne	7.0519	6.4146	6.7490
5	**Cocoa**	**6.4532**	**5.9866**	**6.4532**
6	Cocoa Beach	5.9540	5.3133	6.1644
7	Indialantic	6.0923	5.4072	5.9990
8	Rockledge	5.9900	5.5902	5.8200
9	Indian Harbor Beach	5.6401	5.0617	5.5628
10	Melbourne Beach	4.6865	4.2885	4.2080

City of Cocoa's FY 2023 Proposed Tentative Millage Rate is the same as FY 2022. Note: Ranking is established using the Proposed Rate (As of 9-7-22)

Public Announcement/Hearing

COCOA
FLORIDA

- ✓The City of Cocoa is the taxing authority
- ✓The rolled-back rate is 5.9866
- ✓The millage rate of 6.4532 is a tax increase of 7.79% as a percent change of the rolled- back rate
- ✓The millage rate to be levied is 6.4532 which is the same as the current year tax rate

Requested Action:

Approve Resolution No. 2022-087, adopting the tentative millage rate of 6.4532 mills. for the City of Cocoa, commencing on October 1, 2022 and ending on September 30, 2023.

FY 2023 Tentative Budget



COCOA
FLORIDA

FY 2023 TENTATIVE BUDGET

COCOA
FLORIDA

Fund	FY 2023 Tentative Budget
Water/Sewer	$82,826,373
General	$44,830,718
W/S Renewal and Replacement	$15,576,000
W/S Restricted Assets	$9,358,915
Special Revenue	$5,376,731
W/S Impact Fees	$2,230,000
Stormwater	$2,192,854
Debt Service	$1,442,101
Workers Comp	$1,375,179
TOTAL	**$165,208,871**

FY 2023 General Fund Overview



COCOA
FLORIDA

General Fund Revenue Sources

COCOA
FLORIDA

- **Taxes**
  - Ad Valorem, Public Service, Utility Service and Communication Service Tax
- **Other Permits & Fees**
  - Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees
- **Intergovernmental**
  - Local, State & Federal Grants and State Shared Revenues
- **Charges for Service**
  - Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Events
- **Fines & Forfeitures**
  - Property Seized
  - Court held confiscated items
- **Miscellaneous**
  - Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.
- **Other Non-Revenue**
  - Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)

FY 2023 General Fund Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2023 Tentative Budget	FY 2023 % of Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$17,778,861	40%
Taxes (Ad Valorem, Utility Service Tax and Communication Service Tax)	$12,144,570	27%
Charges for Service (Water Billing Services, Garbage Collection Services and Culture/Recreation Fees)	$6,860,492	15%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$5,051,611	11%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,486,671	6%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$508,513	1%
Total FY 2023 Revenue by Funding Source	**$44,830,718**	**100%**

FY 2023 Tentative Budget
General Fund by Department

COCOA
FLORIDA

General Fund	FY 2022 Adopted Budget	FY22 Salary Placeholder	FY 2023 Tentative Budget	Variance	FY 2023 % of Budget
Police	$11,074,445	$113,672	$12,120,906	$932,789	27%
Public Works	$9,080,504	$191,778	$9,290,683	$18,401	21%
Fire	$6,857,101	$222,146	$7,285,476	$206,229	16%
General Operations	$7,022,753	($1,186,205)	$6,290,424	$453,876	14%
Finance	$3,528,520	$355,688	$3,918,969	$34,761	9%
Information Technology	$2,148,595	$60,490	$2,500,515	$291,430	6%
City Manager Office	$1,496,410	$116,302	$1,275,623	($337,089)	3%
Administrative Services	$933,098	$60,576	$1,044,770	$51,096	2%
Economic Development	$0	$0	$678,170	$678,170	1%
Community Services	$738,596	$65,553	$220,293	($583,856)	0.50%
City Council	$194,905	$0	$204,889	$9,984	0.50%
Emergency Disaster	$58,900	$0	$0	($58,900)	0%
TOTAL	**$43,133,827**	**$0**	**$44,830,718**	**$1,696,891**	**100%**

Use of General Fund Balance Reserves

COCOA
FLORIDA

- **Fund Balance Reserve Policy** - the purpose of the Fund Balance Reserve Policy is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.
  - Restricted General Fund Balance has a minimum reserve requirement of 33% of total operating expenditures per the most recent financial statements and $500,000 of capital replacement.
  - Reserves are used for Capital and One-Time expenses only and **cannot** sustain recurring expenses
  - Utilize **available** Fund Balance to fund projects
    - Emergency Response- Pandemic, Natural Disaster...
    - Catalytic Capital/Economic Projects to enhance overall City growth and quality of life

FY 2023 Water/Sewer Budget Overview



COCOA
FLORIDA

FY 2023 Water/Sewer Revenues

Funding Source	FY 2023 Tentative Budget	FY 2023 % of Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$72,221,630	87%
Other Non-Revenue (Revenues from Unassigned FB (Reserves))	$10,294,631	12%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$310,112	1%
TOTAL FY 2023	**$82,826,373**	**100%**

FY 2023 Tentative Budget Water/Sewer Fund by Division

COCOA FLORIDA

Water/Sewer Fund	FY 2022 Adopted Budget	Salary Placeholder	FY 2023 Tentative Budget	Variance	FY 2023 % of Budget
Administration (ROI, 6% PILOFF, Overhead Allocation and Debt Service Transfers)	$36,501,822	($2,145,651)	$44,586,591	$10,230,420	54%
Dyal Water Plant	$15,338,692	$494,696	$15,266,057	($567,331)	18%
Water Field Operations	$9,288,757	$716,120	$10,123,075	$118,198	12%
Water Reclamation	$3,643,579	$244,475	$3,848,639	($39,415)	5%
Engineering	$3,342,483	$317,361	$3,738,442	$78,598	5%
Sewer Field Operations	$3,233,274	$221,272	$3,006,283	($448,263)	3.5%
Utility Support Services	$1,836,826	$141,511	$2,111,472	$133,135	2.5%
Inventory	$123,090	$10,216	$145,814	$12,508	-
TOTAL	**$73,308,523**	**$0**	**$82,826,373**	**$9,517,850**	**100%**

FY 2023 Stormwater Budget Overview



COCOA FLORIDA

FY 2023 Stormwater Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2023 Tentative Budget	FY 2023 % of Budget
Special Assessment	$2,082,485	95%
Tax Certificates	$105,232	5%
Interest	$4,737	0%
Storm Mitigation Application Fee	$400	0%
Total FY2023 Revenue by Funding Source	**$2,192,854**	**100%**

FY 2023 Stormwater Tentative Budget

COCOA
FLORIDA

Stormwater Fund	FY 2022 Adopted Budget	FY 2023 Tentative Budget	Variance	FY 2023 % of Budget
Personal Services	$647,688	$673,366	$25,678	31%
Operating	$640,240	$891,266	$251,026	41%
Capital	$542,620	$330,600	($212,020)	15%
Other Non-Revenue (Overhead Allocations)	$0	$297,622	$297,622	13%
TOTAL	**$1,830,548**	**$2,192,854**	**$362,306**	**100%**

Public Announcement

COCOA
FLORIDA

- Public comment on 1st public hearing for FY2023 Tentative Budget & CIP

Requested Action:

- Approve Resolution No. 2022-088 adopting the Fiscal Year 2023 Tentative Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2022 and ending on September 30, 2023.

What's Next…

COCOA
FLORIDA

•City Council FY2023 Budget Final Hearing

- 2nd Final Public Hearing – September 27, 2022 @ 6:00 PM
  - Adopt Final Millage Rate
  - Adopt the FY2023 Budget



QUESTIONS/CONTACT

Rebecca Bowman, MBA, CGFO, CGFM

Finance Director

BudgetAdministrators@cocoafl.org

www.CocoaFL.gov

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

Legislation Details (With Text)

File #:	22-558	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/13/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Cocoa High School Presentation. (M. Carstens, Cocoa HS)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	22-501	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/16/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Approve a Budget Resolution amending the FY2022 Budget, BAF #2022-129-A in the amount of $131,349 for the purchase of 216 Oleander Street and 218 Oleander Street. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2022- ADA Compliant.pdf BAF 22-129-A-CD-Land Purchase for 216 and 218 Oleander (9-27-22) Agenda 22-501.pdf 04_12_2022 Journal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 16, 2022
Agenda Date: September 13, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Budget Resolution amending the FY2022 Budget, BAF #2022-129-A in the amount of $131,349 for the purchase of 216 Oleander Street and 218 Oleander Street.

BACKGROUND:

In June 2022, City Council approved the purchase of two lots on Oleander Street to complement the four lots already purchased earlier this year. The addition of these lots is for the purposes of increasing the parking capacity for Cocoa Village. The two lots purchased in June were 216 and 218 Oleander Street for $131,349. $875,000 of General Fund fund balance was assigned for Village Parking with the issuance of the FY21 Annual Comprehensive Financial Report. This agenda item is prepared for the purposes of tracking the use of Assigned Fund Balance.

The BAF and Budget Resolution amends the FY2022 budget by moving funds from Fund Balance Reserves (001-0000-389.99-50) to Community Services Land (001-3200-515-61-00).

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

From:

Amount Requested	$131,349
Account Number	001-0000-389.99-50
Account Name	Assigned Fund Balance
Project #	CD22PS

To:

Amount Requested	$131,349
Account Number	001-3200-515.61-00
Account Name	Land
Project #	CD22PS

PREVIOUS ACTION:

On 4/26/2021, City Council approved the use of Assigned Fund Balance to purchase parcels of land in order to expand village parking.

RECOMMENDED MOTION:

Approve a Budget Resolution amending the FY2022 Budget, BAF #2022-129-A in the amount of $131,349 for the purchase of 216 Oleander Street and 218 Oleander Street.

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RESOLUTION NO. 2022-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 27th of September, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2022 - 22-129-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 08/16/22

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 131,349	001-0000-389.99-50	CD22PS	Fund Balance	$ 0	$ 0	$ 131,349	$ 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
$ 131,349	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 131,349	001-3200-515.61-00	CD22PS	Community Services - Land	$ 0	$ 0	$ 131,349	$ 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
$ 131,349	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The two lots on Oleander Street (216 & 218) were purchased for the purposes of providing additional parking in Cocoa Village. The budget was not allocated to the account and a budget amendment is necessary. Approval for the use of fund balance for village parking was approved 4/26/21. Council - 9/27/22 Agenda Item - 22-501.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 09/27/22 *RESOLUTION #:* 2022-096

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

8/17/22	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2022.08.17 11:47:57 -04'00'	8/17/22	Colleen Campbell	Digitally signed by Colleen Campbell Date: 2022.08.17 13:46:37 -04'00'		
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature
8/17/22	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2022.08.17 11:48:15 -04'00'	9/27/22	Lora Howell	Digitally signed by Lora Howell Date: 2022.09.21 08:30:13 -04'00'		
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature		Date	City Manager's Signature

FINANCE USE ONLY:

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

JOURNAL
City of Cocoa
Regular Meeting of The City Council

April 12, 2022

I. Opening Matters:

- **Mayor Blake called the meeting to order 6:01 p.m.**

II. Approval of Agenda and Minutes:

1. **Agenda:** Regular Meeting of April 12, 2022. (22-171)

2. **Minutes:** (a) Regular Meeting of February 22, 2022 (22-172)
(b) Regular Meeting of March 8, 2022 (22-174)

- **The Agenda for the Regular meeting of April 12, 2022 was Amended to move Consent Item V.9 to City Business Item VIII.2; and to add the Reappointment of Mr. Ed Jones to Seat #2 on the Diamond Square CRA to Council Business Item VII.2.**
- **The Minutes for the Regular meeting of February 22, 2022 and the Regular meeting of March 8, 2022 were approved as written.**

III. Awards and Presentations:

1. Citizens Academy Graduation Presentation. (22-164). (PIO/ Asst. to the City Manager)

- **Awards & Presentations were conducted as printed above.**

IV. Delegations:

- **No formal actions were taken under Delegations. Speakers were: Ryan Browne, Cocoa resident; Kristin Lortie, Cocoa resident; Miriam O'Quendo, Cocoa resident; Marisol Lanza & Anita Gibson, Cocoa residents; and Councilman Shaun Ferguson, SCLC President.**

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY 2022 Budget Transferring Funds from the Dyal Water Treatment Plant (WTP) Chemicals Account 421-4020-536.52-09 to the Operating Supplies Account 421-4020-536.52-00 (BAF#22-061-T). (22-133). (Utilities Director)

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

2. Approve a Resolution adopting the State Fiscal Year (SFY) 2022-2025 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2022-2025 SHIP LHAP. (22-146). (Community Services Director)

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

3. Approve an Amendment to Contract B-20-01-COC with Kemira Water Solutions Inc. to Accept an Off-Cycle Price Increase of 28% for the Purchase of Ferric Sulphate Bringing the Price up from $255.00 per Dry Ton to $326.40 per Dry Ton due to Extraordinary Market Conditions Surrounding Raw Material and Transportation Costs. (22-169). (Utilities Director)

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

4. Approve the Eighth Amendment to Purchase Agreement and Fee Schedule to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2021 through September 30, 2022. (22-170). (Utilities Director)

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

5. Approve Change Order #2 to P.O. 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs. (22-177). (Utilities Director)

- **Approved.**

6. Award Bid # B 22-08-COC to the lowest and responsive bidder Cortez Heating & Air LLC for the A/C Replacements at the City of Cocoa Civic Center in the amount of $80,095 and Authorize the City Manager to sign the Construction Agreement. Approve a Resolution Amending the FY 2022 Budget, BAF # 22-067-A. Approve a Project Contingency Resolution for issuing the purchase order, and approval of any Change Orders not to exceed $10,005. (22-182). (Public Works Director)

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

7. Approve a resolution amending the current FY 2021-2022 budget, BAF # 22-047-A & T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (22-183). (Finance Director)

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

8. Consider approving the First Modification to a Binding Development Agreement between the City of Cocoa and M&R United, Inc. granting a seven-month extension of time to complete final site plan approval, and a related extension of time to receive building permits and commence construction, of a Single-Story Commercial Building consisting of a retail strip center, anchored by a nationally-recognized coffee shop chain with a drive-through store located on S.R. 520 within the Cocoa Village. (22-189). (Community Services Director)

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

9. ~~Approve a Resolution allowing an affordable housing land use on parcel 24-36-20-00-289 under Section 166.04151, Florida Statutes, subject to the zoning standards and requirements of the RU-2-15 zoning and other terms and conditions stated in the Resolution. (22-198). (Community Services Director)~~

    - **This item was moved to City Business Item VIII.2.**

(B) Multi-Year Contracts:

10. Approve an exemption to competitive bidding between the City of Cocoa and First Mobile Trust, LLC for credit card settlement and utility bill printing, mailing, and online presentment. To authorize the City Manager to execute a 3 year multi-year contract addendum and additional 2, 2-year extensions, if desired. (Finance Director) (22-134). (Finance Director)

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

11. Approve Participation in a Cooperative Purchase Agreement with Competitive Air & Heat, LLC, Satellite Beach, FL for HVAC & Ice Machine Services Utilizing Brevard County Purchasing Services, FL. Contract No. B-2-19-94. Effective Through 08/14/2022 with the Option to Renew for Two (2) Additional One (1) Year Periods; Authorize the City Manager to Sign the Contract(s) and Renewal(s) for Each Subsequent Fiscal Year. (22-163). (Public Works Director)

- **Approved.**

VI. Public Hearings:

- **None.**

VII. Council Business:

1. As recommended by the Code Enforcement Board and Staff, approve the current Code Enforcement Lien for the residence located at 506 Abbey Lane, be reduced to $969.77. (22-173). (Chief of Police)

- **Approved. Lien reduced to $969.77.**

2. Consider the Reappointment of Mr. Ed Jones to Seat #2 of the Diamond Square CRA for a two-year term through January, 2024; and Consider the appointment of (1) one of the following applicants as a Regular member to the Diamond Square CRA: Crystal McQueen, Amy Robinson, Michael Simpson, or Sean Johnson. (22-184). (Administrative Services Director)

- **Approved. Ed Jones was Reappointed to Seat #2 for a two-year term through January, 2024 and Amy Robinson was Appointed to Seat #1 for a one- year term, through January, 2023.**

VIII. City Business:

1. Council approval of the purchase of two (2) parcels on Oleander Street for the purposes of constructing a municipal parking lot with approximately 73 spaces in the amount of $65,000 each (total $135,000) and, pursuant to s. 166.045, Florida Statutes, waive the requirement to obtain an appraisal for the purchase of 218 Oleander Street. Authorize the City Manager to negotiate the purchase of the two parcels with the respective owners and to execute the respective purchase agreements in a form acceptable to the City Attorney. (22-208). (Community Services Director)

    - **Approved.**

2. Approve a Resolution allowing an affordable housing land use on parcel 24-36-20-00-289 under Section 166.04151, Florida Statutes, subject to the zoning standards and requirements of the RU-2-15 zoning and other terms and conditions stated in the Resolution. (22-198). (Community Services Director)

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

Multi-Year Contracts:

- **None.**

IX. Informational Agenda:

1. Calls for service provided by the Cocoa Fire Rescue Department for the month of March 2022. (22-194). (Fire Chief)

    - **Approved.**

X. Reports:

- **Councilmember Koss made the following travel announcement: She will be attending the Florida League of Cities IEMO II Conference on April 29th and 30th, 2022 at the Hilton Cocoa Beach Oceanfront Hotel. The cost of registration is $265 and this is budgeted under Council's training account.**

- **Consensus among Council to send a letter of support to the U.S. Department of Transportation signed by the Mayor at the request of the Space Coast TPO.**
- **Consensus among Council to send a thank you letter to the Viera High School Cheerleaders for their help and support in painting the Cocoa High School Stadium bleachers.**

XI. Adjournment:

- **The Regular meeting of April 12, 2022 adjourned at 8:41 p.m.**

Legislation Details (With Text)

File #:	22-546	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/7/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Council Approval to Apply for the Firehouse Subs to purchase police E-bikes. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4112 Quote Cocoa Police Department.pdf FAQs _Grant_Application_&_Checklist-W9_Updated_FINAL_11-2021.pdf Internal Application Firehouse Subs ebike grant_.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2022
Agenda Date: September 27, 2022
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Evander Collier IV, Chief of Police
Requested Action:
Council Approval to Apply for the Firehouse Subs to purchase police E-bikes.

BACKGROUND:

Firehouse Subs Grant program provides emergency service agencies with funding for public safety equipment. The Cocoa Police Department is trying to obtain police E-bikes to go into locations where police cruisers are not able to go. The Department was able to purchase two of these bikes, however, we are looking for funding for another four.

If awarded, this grant will allow the Department the other four E-bikes. The amount requested through Firehouse Subs Grant is for the four E-bikes at a total cost of $17,020.72. Firehouse Subs can make the purchase of the equipment on behalf of the City if requested.

By applying for the grant, the City grants Firehouse Subs Public Safety Foundation permission to use the City's name and identifying trademarks (City logo) in connection with the application and the Foundation's solicitations for support. The City Manager may grant use of the City Logo pursuant to the adopted City of Cocoa Logo Policy.

STRATEGIC PLAN CONNECTION:

Operational.

BUDGETARY IMPACT:

Budgeted N/A
i

PREVIOUS ACTION:

The City of Cocoa previously participated in a Firehouse Subs Grant with the Fire Department in October of 2020.

RECOMMENDED MOTION:

Council Approval to Apply for the Firehouse Subs to purchase police E-bikes

RECON
POWER BIKES

QUOTATION

Quote Number: 4112
Quote Date: Sep 6, 2022
Page: 1



Quoted To:

Cocoa Police Department
1226 W King Street
Cocoa, FL 32922

Attn: Susan Lambert slambert@cocoapolice.com

Quoted by: Rob Cornelius / DTM robcornelius.dtmrep@gmail.com

Customer ID	Good Thru	Payment Terms
COCO001	10/6/22	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
4.00	BR-INTBLK1	Item: Interceptor Power Bike-Black / 1,000W Mid-Driven Motor, Law Enforcement Model/ 17", Includes Sound Off Wire Harness and Bracket	4,186.18	16,744.72
4.00	AR-POLBAG	Item: Police Bag	69.00	276.00

FOB: Fort Wayne, Indiana

Subtotal	17,020.72
Sales Tax	
TOTAL	**17,020.72**

Firehouse Subs Public Safety Foundation
Grant Application

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

Congratulations! Your organization has met Firehouse Subs Public Safety Foundation's pre-qualification criteria to be considered for a grant.

STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Thank you for your interest in Firehouse Subs Public Safety Foundation, where we are committed to giving back to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources.

PLEASE APPLY EARLY

IMPORTANT: A maximum of 600 grant applications are accepted on a quarterly basis. Once the maximum number of applications is met, the site will close for the remainder of the quarter.

- *Applications are considered on a quarterly basis ALL approvals and denials will be emailed to applicants within two months after the grant deadline. Please do not email our Foundation regarding the status of your application.*
- **DO NOT** send email inquiries to the Firehouse Subs Care Center or through the Firehouse Subs EMS survey.
- **DO NOT** phone the Firehouse Subs main office or Firehouse Subs restaurants with grant inquiries.

The grant process is a partnership. We greatly appreciate your cooperation and compliance.

SAMPLE

APPLICATION GUIDELINES AND REQUIRED ATTACHMENTS

STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Please prepare the following attachments before you continue. We cannot consider your application if any of the required information is missing.

- **Background/History**
  - Brief history of your department or organization, and how this grant will benefit your community

- **Vendor Equipment Quote/Bid**

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

  - Vendor sales representative first and last name must be included on quote
  - Vendor email address must be included on quote
  - The name & *physical* address of your organization must be included
  - The first and last name of a contact person from your organization must be included
  - Only one vendor quote can be submitted. Your application will not be considered if more than one quote is submitted.
  - Quotes must be itemized
  - Online quotes will not be accepted
  - Must be dated within six months of the application deadline
  - Must contain *only* the item(s) pertaining to your grant request
  - The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application
  - Include sales tax and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the quote.
  - Maintenance plans and extended warranties are not permissible
  - Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify them that you are applying for a grant from our Foundation.

Most Recent Financial Information

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

  - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
  - A recent - within one month - Profit & Loss Statement also called an Income Statement
  - A current year annual budget showing projected income and expenses
  - A previous year audit or 990

- **Equipment Inventory**

Inventory documentation must list the name of your organization.

  - Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory.

  - First Responder Organizations: Please include a list of apparatus, vehicles and other specialized equipment. The lists we receive vary in length depending on the size and

SAMPLE

type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)

- **Internal Revenue Service Form W-9 (Rev. October 2018)**
  - *Please contact your accounting department or treasurer to obtain a completed W-9 form. Your application will not be considered if any of the following sections of your W-9 are missing.*
    - Name as shown on your income tax return
    - Entity Name, *if different from line 1*
    - Federal Tax Classification (including Other explanation if required)
    - Exempt payee code (if any)
    - Address
    - City, State & Zip Code
    - Employer ID Number (EIN)
    - Signed by an official of the organization
    - Dated no more than <u>one year</u> from the submission date of this application

CLICK HERE to preview samples of completed W-9 forms.

FREQUENTLY ASKED QUESTIONS & TIPS

STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Please Apply Early. A maximum of 600 applications are accepted on a quarterly basis.
Please **do not** contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?
Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via firehousesubsfoundation.org/about-us/funding-areas.

Are there items that your Foundation does not support?
All requests must fall within our funding guidelines found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems
- portable message signs
- power load stretchers

SAMPLE

- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

Who can apply for this grant?
Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?
We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?
No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials
- W9 form is missing the required information

Can my organization submit multiple grant applications?
The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?
There are no matching funds involved in our organization's grants program.

If my request is more or less than $20,000 will it be considered?
$15,000-$25,000 is a guideline. Requests exceeding $50,000 will be denied.

What financial information should we provide?
Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

SAMPLE

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first & last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Quote must be itemized
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application
- Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?
Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?
Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?
Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?
Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

Does the Foundation only work with specific equipment vendors?
No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand.

SAMPLE

Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment?
We do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?
We do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?
We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational technical school for the upcoming academic year. Click here to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

ACCOUNT REGISTRATION

Applicant First Name* _____

Applicant Last Name* _____

Applicant Title* _____

Email* _____ (we prefer an official email address for your organization/department)

Applicant Cell Phone Number * _____

*Please note, this information cannot be edited once submitted.

APPLICANT and DEPARTMENT INFORMATION

Firehouse Subs Public Safety Foundation

Grant Application

Organization/Department: (this must be your organization's official name)_____

Department Tax ID # (xx-xxxxxxx):_____

Mailing Address 1: _____

Mailing Address 2: _____

City, State & Zip Code: _____

Shipping Address: _____

Organization Phone Number: _____

Organization Phone Extension: _____

Applicant Cell Phone Number:_____

Secondary Applicant* First and Last Name: (must be different from main applicant first & last name)

_____

Secondary Applicant* Cell Phone Number: (must be different from main applicant phone number)_____

_____

Secondary Applicant* Extension: _____

Secondary Applicant* Email Address: (must be different from main applicant email) _____

* Contact information for **two separate individuals** must be included in order for your application to be considered.

Communities Served: _____

Population: _____

SAMPLE

Number of Runs/Calls for Service per Year (for fire, EMS and police only): _____

Local Approval Pre-Qualifications (Select the option that applies to your department/organization)

- As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding.
- Our jurisdiction requires approval from local officials once the award is granted.
- Our jurisdiction does not require pre-approval from local officials.

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

APPLICATION REQUEST INFORMATION

Please select the type of grant you are requesting:

◉ **Equipment Donation/Prevention Education Items**

○ **Scholarships/Continuing Education**

- Please note, our Foundation only reviews scholarship/continuing education grants connected with accredited schools
- For all-terrain wheelchair grant applications, email foundation@firehousesubs.com to request a paper all-terrain wheelchair grant application, and please title the email All-Terrain Wheelchair Grant Request

EQUIPMENT DONATION/PREVENTION EDUCATION ITEMS

The Foundation will determine the procurement method if your grant is approved. The equipment purchase will be implemented in one of two ways:

1) The Foundation Team will purchase the requested equipment on your behalf, and the vendor will ship it directly to your organization. Upon delivery, you must email a *signed & dated* copy of the packing slip to the Foundation.

OR

2) You will receive a Memo of Understanding from the Foundation. Once it is signed by both parties, you will receive funding via ACH Transfer to make your purchase according to the approved vendor quote. After you receive your equipment, you must email *signed and dated* copies of all invoices to the Foundation within one week of delivery.

What Equipment are you requesting? Please include the quantity of each item._____

_____

Vendor company name:_____

Sales representative first and last name:_____

Sales representative email address:_____

What is the TOTAL cost of the equipment?

Include sales tax and shipping, where applicable. Requests exceeding $50,000 will not be accepted.

_____

☐ I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote/bid must match the total above.

Has your department applied for this specific request in the past and been denied?

_____ Yes _____ No

If yes, how many times, prior to this application, has this request been submitted? _____

Briefly explain how the equipment will benefit your community and your department.

_____

This would have a direct impact on more than _____children and _____senior citizens in our community. (For prevention education items.)

SAMPLE

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

What positive effects will the equipment specifically have? Please describe how the requested equipment or funding would benefit your local community. We ask that you do not cite national statistics.

SCHOLARSHIPS/CONTINUED EDUCATION REQUESTS

Please note:
Our Foundation only reviews scholarships/continuing education grants connected with accredited schools.

For all-terrain wheelchair grant applications, please email foundation@firehousesubs.com to request a paper All-Terrain Wheelchair Grant Request.

If you are requesting funds for scholarships or continued education:

How do you plan to use the funds requested?

What is the amount of funding you are requesting? _____

How many scholarships would the requested funding provide? _____

Please describe the selection and distribution process for the requested scholarship funding.

Has your department applied for this specific request in the past and been denied? Yes _____ No _____

If yes, how many times, prior to this application, has this request been submitted? _____

Please provide a detailed description of how the funding will assist your organization:

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

COMMUNITY IMPACT

What positive effects will the funds specifically have? Please describe how the requested funding would benefit your local community. We ask that you do not cite national statistics.

_____

_____

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you:

_____

How far is this location from your department?_____Miles

How did you hear about our organization?_____

_____

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years? This information will be verified, if submitted incorrectly it will result in an automatic denial. ◉ Yes ○ No

It is strongly recommended and greatly appreciated that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Please note that the artwork will need to be approved by our Foundation team before being displayed.

If approved for funding we may facilitate a media presentation/press event at a local Firehouse Subs restaurant to demonstrate the equipment and acknowledge the donation. It may take up to a year depending on location and donation delivery timeframe. In the meantime, we ask that any immediate media announcements regarding the grant award be approved by the Foundation.

By applying, you grant Firehouse Subs Public Safety Foundation (the "Foundation") permission to use your organization's name and identifying trademarks in connection with this application and in connection with the Foundation's solicitations for support.

☐ Initial Acceptance

PIO (Public Information Officer) Name: _____

(If you do not have a PIO, please list a contact for event planning and publicity. This individual will need to be readily available by email and phone.)

PIO e-mail: _____PIO phone number: _____

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION PRINT/VIDEO RELEASE

Applicant First and Last Name: _____

Applicant Organization: _____

Date: _____

The undersigned representing the organization listed above, and its members, hereby grants Firehouse Subs Public Safety Foundation, Inc., Firehouse Restaurant Group, Inc. (including its subsidiaries and affiliates) and its officers, directors, nominees, designees, successors, and assigns (hereinafter called "Producer"), permission to use, assign, convey, reproduce, copyright, and publish images or visual likenesses, names, and/or voices ("Personal Information") in any video, photograph, sound or other recording, and/or other media for commercial, informational, educational, advertising, or promotional purposes.

I hereby waive any right that I may have to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

I hereby release, discharge, and agree to hold harmless Producer from any liability of any nature or description by virtue of any use whatsoever of my Personal Information, whether intentional or otherwise, including but not limited to any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, or in any processing in connection with the completion of the finished product.

☐ I Accept the Terms of the Agreement

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

APPLICATION CHECKLIST

Before submitting, please check that your application has been submitted completely by reviewing the checklist below. Your application will not be considered if any of information requested throughout the application is missing.

Applicant & Alternate Contact Information

- Main applicant contact information must differ from alternate contact information
    - First and last name, email address and phone number must differ

Background/History Attachment

- Has the following documentation been submitted?
- Background/History- Brief history of your department or organization, and how this grant will benefit your community

Vendor Equipment Quote/Bid

- Does the submitted vendor equipment quote/bid include the following information?
    - Vendor sales representative first and last name
    - Vendor email address
    - The name & *physical* address of your organization
    - The first & last name of a contact person from your organization
    - Only one vendor quote has been be submitted
    - The quote must be itemized
    - The quote is dated within six months of the application deadline
    - The quote *only* includes item(s) pertaining to your grant request
    - The total dollar amount and equipment quantities in the vendor quote ***MATCH*** the total that your department is requesting
    - Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
    - Sales tax and freight charges are included, if applicable

Please note: The cost of maintenance plans and extended warranties are not permissible and should not be included in submitted quotes.

Most Recent Financial Information

- Does the submitted financial information include the following information?
    - The organization, city or county name
    - Both revenue and expenses
    - One of the following:
        - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
        - A recent - within one month - Profit & Loss Statement also called an Income Statement
        - A current year annual budget showing projected income and expenses
        - A previous year audit or 990

Equipment Inventory

- Does the submitted equipment inventory include the following information?
    - Organization name
    - A list of your organization's apparatus, vehicles and other specialized equipment

NOTE: Equipment inventory is only required for first responder organizations. If your organization does not have apparatus, vehicles or specialized equipment, please ensure a document is attached noting the organization does not have any applicable inventory.

SAMPLE

Internal Revenue Service Form W-9 (Rev. October 2018)

- Does the submitted W-9 include the following requirements?
    - Name as shown on your income tax return
    - Entity Name, *if different from line 1*
    - Federal Tax Classification (including Other explanation if required)
    - Exempt payee code (if any)
    - Address
    - City, State & Zip Code
    - Employer ID Number
    - Signed by an official of the organization
    - Dated no more than one year from the submission date of this application

SAMPLE

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Susan L. Lambert	**PROJECT MANAGER:** Patrick Dovale
NAME OF GRANT: Firehouse Subs Foundation Grant E-bikes	
Assistance Listing#/CFSA#: N/A	**FUNDING AGENCY:** Firehouse Subs
AMOUNT REQUESTED: $ 17,020.72	**GRANT DUE DATE:** 10/06/2022
PROJECT DESCRIPTION: Purchase of 4 ebikes to aid police officers in assisting the community in areas in which police cruisers cannot reach.	
MATCH REQUIRED: No **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 09/27/2022
REIMBURSEMENT GRANT: No	**REIMBURSEMENT SCHEDULE:** N/A
WHAT ARE THE REPORTING REQUIREMENTS? N/A	
FUTURE REQUIREMENTS TO CONSIDER: Must sign a video release and a hold harmless. Must release financial documenation as required by the grant application: o A recent - within one month - Balance Sheet which consists of Assets and Liabilities o A recent - within one month - Profit & Loss Statement also called an Income Statement o A current year annual budget showing projected income and expenses o A previous year audit or 990	

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	22-553	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/12/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Authorize the City Manager to execute the Third Amendment to Existing Interlocal Agreement for Stormwater Education and Outreach between Board of County Commissioners of Brevard County, Florida, and the City of Cocoa. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa FLR04E032-004 Notice of Renewed Coverage Cycle 4.pdf 3rd Amendment to SW Education Consortium Partners Contract_Cocoa.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2022
Agenda Date: September 27, 2022
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Authorize the City Manager to execute the Third Amendment to Existing Interlocal Agreement for Stormwater Education and Outreach between Board of County Commissioners of Brevard County, Florida, and the City of Cocoa.

BACKGROUND:

The City has a Florida Department of Environmental Protection (FDEP) Phase II Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit. Coverage under the Phase II MS4 Generic Permit allows our MS4 to discharge stormwater providing implementation of the Stormwater Management Program (SWMP).

Elements of the SWMP include stormwater education and public outreach efforts. On November 1, 2011, the city entered into an Interlocal Agreement with Brevard County for the performance of the permit required stormwater education and public outreach activities. The Agreement was subsequently amended on December 11, 2012, and October 10, 2017. This is the third amendment to the Agreement and the budgetary impact will be realized in FY2023 and subsequent fiscal years for the duration of the Agreement.

STRATEGIC PLAN CONNECTION:

GOAL 6.1: The City shall ensure the provision of a stormwater management system of appropriate capacity and functionality to protect public health and safety, fulfill requirements of the National Pollutant Discharge Elimination System (NPDES) and Total Maximum Daily Loads (TMDL's).

BUDGETARY IMPACT:

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

FY23 Budget	
Amount Requested	$7,700
Account Number	423-3570-538.31-00
Account Name	Professional Services

PREVIOUS ACTION:

On November 1, 2011, the city entered into an Interlocal Agreement with Brevard County for the performance of the permit required stormwater education and public outreach activities. The Agreement was subsequently amended on December 11, 2012, and October 10, 2017.

RECOMMENDED MOTION:

Authorize the City Manager to execute the Third Amendment to Existing Interlocal Agreement for Stormwater Education and Outreach between Board of County Commissioners of Brevard County, Florida, and the City of Cocoa.

powered by Legistar™

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

February 1, 2019

Sent via E-post

Everett J. Wegerif
Public Works Director
City of Cocoa
155 North Wilson Avenue
Cocoa, FL 32922

Subject: City of Cocoa Phase II Municipal Separate Storm Sewer System (MS4)
NPDES Permit ID Number **FLR04E032** (Cycle 4)
Notice of Renewed Permit Coverage - FINAL

Dear Everett J. Wegerif:

The Florida Department of Environmental Protection has received and processed your submittal of the *Notice of Intent to Use Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems* (NOI), Appendix A and the applicable permit processing fee for renewal of coverage under the Phase II MS4 Generic Permit.

This letter serves to acknowledge that your NOI and Appendix A is complete. The determination of a complete NOI means that your MS4 continues to be covered under the Phase II MS4 Generic Permit. **Your renewed coverage under this permit is effective as of February 1, 2019 and will expire on January 31, 2024.** Your permit identification number remains the same.

Coverage under the Phase II MS4 Generic Permit allows your MS4 to discharge stormwater provided that you implement the Stormwater Management Program (SWMP) included as Appendix A of your NOI annually and comply with all requirements of the Phase II MS4 Generic Permit.

The implementation of the SWMP must occur based on the Schedule of Implementation specified in Appendix A of the approved NOI. Annual Reports are due within six months of the anniversary date of permit coverage. Please note that unless the department requires more frequent reports, annual reports summarizing your SWMP implementation efforts are required for Years 2 and 4 of your five-year permit coverage term, as follows:

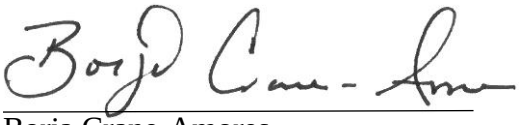
- The Year 2 Annual Report should cover the 12-month period from **February 1, 2020 through January 31, 2021 and is due by July 31, 2021.**

- The Year 4 Annual Report should cover the 12-month period from **February 1, 2022 through January 31, 2023 and is due by July 31, 2023.**

If you have any questions, please contact Borja Crane-Amores phone at (850) 245-7520 or by email at Borja.CraneAmores@floridadep.gov.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Borja Crane-Amores
Environmental Administrator
NPDES Stormwater Program
Division of Water Resource Management

Enc: Approved NOI for Cycle 4

NOTICE OF INTENT TO USE GENERIC PERMIT FOR DISCHARGE OF STORMWATER FROM PHASE II MUNICIPAL SEPARATE STORM SEWER SYSTEMS (RULE 62-621.300(7)(B), F.A.C)

For FDEP Internal Use Only
Permit ID: FLR __ __ ____

INSTRUCTIONS:

- This NOI must be completed and submitted to the Department to authorize use of the Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems ("MS4 GP"), provided in Rule 62-621.300(7)(a), F.A.C.
- The type of municipal separate storm sewer system that qualifies for coverage under the MS4 GP and the applicable Phase II MS4 stormwater management program requirements are specified in the permit. You should familiarize yourself with the MS4 GP before completing this NOI.
- Submit this fully completed NOI, permit fee, and required attachments by mail to the address in the box at right. **DO NOT SUBMIT any materials not in the checklist in Section V. of this NOI.**
- **Please print or type information in the appropriate areas below and complete each section.**

Submit NOI, permit fee, and required attachments to:

NPDES Stormwater Notices Center
M.S. #3585
Florida Department of Environmental Protection 2600 Blair Stone Road
Tallahassee, FL 32399-2400

SECTION I. PHASE II MS4 OPERATOR INFORMATION

A.	Name of the Phase II MS4 Operator: City of Cocoa		
B.	Name of the Phase II MS4 Responsible Authority: Everett J. Wegerif		
	Title: Public Works Director		
	Mailing Address: 155 N. Wilson Avenue		
	City: Cocoa	Zip Code: 32922	County: Brevard
	Telephone Number: (321)-433-8770	E-mail Address: ewegerif@cocoafl.org	
C.	Name of the Designated Phase II MS4 Stormwater Management Program Contact: Michael Giorgio		
	Title: Streets Division Manager		
	Department: Public Works		
	Mailing Address: 155 N. Wilson Avenue		
	City: Cocoa	Zip Code: 32922	County: Brevard
	Telephone Number: (321)-433-8771		
	E-mail Address: mgiorgio@cocoafl.org		
D.	Location of the Phase II MS4 (if different than the mailing address in Section I.C. above):		
	Street Address: (Same Location)		
	City:	Zip Code:	County:
E.	Approximate center of the Phase II MS4: Latitude: 26° 22‘ 22“ Longitude: 80° 45‘ 17“		
F.	Phase II MS4 ownership status (check one): ☒ Public ☐ State ☐ Federal		
G.	Total resident population of the Phase II MS4: 18,102 (Source USCB Estimate)		
H.	Name of the urbanized area(s) the Phase II MS4 is located within (if applicable): City of Cocoa		
I.	Name of the Water Management District the Phase II MS4 is located within (check all that apply): ☐ Northwest Florida Water Management District ☐ Suwanee River Water Management District ☐ South Florida Water Management District ☐ Southwest Florida Water Management District ☒ St. John’s River Water Management District		

Received
6/26/2018
Florida Department of
Environmental Protection
NPDES Stormwater Program
Notices Center

SECTION II. SHARING RESPONSIBILITY

You may rely on another entity to satisfy some or all of your permit obligations if the conditions in Part IX of the MS4 GP are met. Another entity may implement one or more of the measures and/or a component of a measure on your behalf. You may rely on another entity to satisfy all permit obligations (including annual reporting) but only if the entity is permitted under Chapter 62-624, F.A.C. Note the following:

- You will remain responsible for compliance with your permit obligations if the other entity(ies) fails to implement the control measure(s) or a component thereof on your behalf. You must establish a written agreement with the other entity(ies) before submitting this NOI.
- Relying on another entity, or entities, either partially or fully does not preclude you from the obligation to fully complete this NOI, including the information required in Section IV.

A.	**1.**	Has another entity, regulated under Chapter 62-624, F.A.C., agreed to implement all of your permit obligations on your behalf? ☐ **Yes** ☒ **No** If yes, complete Section II.A.2. If no, skip to Section II. B		
	2.	Name of Entity:		
		Contact Name:		
		Title:		
		Department:		
		Mailing Address:		
		City:	Zip Code:	County:
		Telephone Number:		
		E-mail Address:		
B.	1.	Has another entity, agreed to implement one or more of the minimum control measures (or a component thereof) on your behalf? ☒ **Yes** ☐ **No** If yes, complete Section II.B.2. If no, skip to Section II. B.3 (See the note below for any additional entities)		
	2.	Control measure(s) or component of a control measure to be implemented by the other entity: Public Education & Outreach on Stormwater Impacts; Public Involvement and Participation; Illicit Discharge Detection and Elimination – Required element 3d for businesses and general public.		
	3.	Name of Entity: LIVE BLUE Program www.LiveBlueFL.org		
		Contact Name: Lisabeth Good		
		Title: Program Coordinator		
		Department:		
		Mailing Address: PO Box 232		
		City: Grant, FL	Zip Code: 32949	County: Brevard
		Telephone Number: 321-345-6258		
		E-mail Address: lisa@bluelifefl.org		
	Note: For each additional entity sharing stormwater management program responsibilities with you, provide on a separate sheet the information requested in Sections II.B.2. and II.B.3. Title the sheet "Section II.B: Additional Entities Information" and attach it to this NOI.			

SECTION III. RECEIVING WATERS

Identify the named receiving waterbodies to which your Phase II MS4 discharges. Include all such waterbodies known to you at the time of this application:

Indian River Lagoon (direct)	Mud Lake	
Indian River Lagoon (via Bracco Reservoir)	Clear Lake	
	Rockpond	
St Johns River (via unnamed ditches)		
Lake Poinsett (via unnamed ditches)		

SECTION IV. MINIMUM CONTROL MEASURES

A. Complete the Phase II MS4 Stormwater Management Program (SWMP) Elements Form in Appendix A for each minimum control measure described in Part VI. of the MS4 GP, except the Post-construction Stormwater Management in New Development and Redevelopment minimum control measure if you have chosen the qualifying alternative program option for this measure under Part X. of the permit. If you choose, however, to implement BMPs for the Post-construction measure, please complete a SWMP Elements Form for the measure.

Include in the SWMP Elements Form all best management practices (BMPs) currently in place or planned for each element of each minimum control measure. There is no limit to the number of BMPs you may include. Make copies of the form as necessary to accommodate all of your BMPs. The completed forms, in their entirety, will be considered by the Department to be the outline of your proposed stormwater management program. Attach all completed forms to this NOI.

B. Provide the total number of pages of SWMP Elements Forms that are attached to this NOI for each minimum control measure:

Minimum Control Measure	# of Pages
Public Education and Outreach as to Stormwater Impacts	1
Public Involvement/Public Participation	1
Illicit Discharge Detection and Elimination	2
Construction Site Stormwater Runoff Control	2
Post-construction Stormwater Management in New Development and Redevelopment	1
Pollution Prevention/Good Housekeeping for Municipal Operations	2

SECTION V. MATERIALS TO BE SUBMITTED WITH THIS NOI

Only the following materials are to be submitted to the Department along with your fully completed and signed NOI (check the appropriate box to indicate whether the item is attached or is not applicable):

Attached	N/A	
☐		The permit application fee, as prescribed by Rule 62-4.050(4)(d)(6), F.A.C. Make all check and money orders payable to the Florida Department of Environmental Protection.
☒		A fully completed Phase II MS4 Stormwater Management Program Elements Form (see Appendix A) for each minimum control measure except the Post-construction Stormwater Management in New Development and Redevelopment minimum control measure if you have chosen the qualifying alternative program option for this measure under Part X. of the MS4 GP.
☐	☒	Additional entities information, as required under the note in Section II.B. of this NOI.

DO NOT SUBMIT ANY OTHER MATERIALS

(such as your complete Stormwater Management Plan, ordinances, storm sewer map, public outreach, etc.)

SECTION VI. CERTIFICATION STATEMENT AND SIGNATURE

The Responsible Authority listed in Section I.B. of this NOI must sign the following certification statement:[1]

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name of Phase II MS4 Responsible Authority (type or print): Everett J. Wegent, P.E.

Title: Director, Public Works

Signature: [signature] Date: 6/25/2018

[1] Signatory requirements are contained in Rule 62-620.305, F.A.C.

INSTRUCTIONS FOR APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

General Instructions

- Complete this form for each minimum control measure described in Part VI. of the Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems ("MS4 GP") provided in Rule 62-621.300(7)(a), F.A.C., except the Post-construction Stormwater Management in New Development and Redevelopment minimum control measure if you have chosen the qualifying alternative program option for this measure under Part X. of the permit. If you choose, however, to implement BMPs for the Post-construction measure, please complete a SWMP Elements Form for the measure.

- Include all best management practices (BMPs) currently in place or planned for each element of each minimum control measure. There is no limit to the total number of BMPs you may include.

- Make copies of the form as necessary to accommodate all of your BMPs.

- The completed forms, in their entirety, will be considered by the Department to be the outline of your proposed stormwater management program. Attach the forms to the NOI and submit to the Department at the address provided on the NOI.

- **Please print or type information in the appropriate areas of this form.**

Section A.I: MINIMUM CONTROL MEASURE

- Indicate which minimum control measure the BMPs in Section A.II. address. Check only one measure. Use a separate form for each measure.

Section A.II: BEST MANAGEMENT PRACTICES

- Include BMPs only for the measure you have identified in Section A.I. The Department encourages the use of the Florida Land Development Manual: A Guide to Sound Land and Water Management (FDER, 1988) and the U.S. Environmental Protection Agency's National Menu of Best Management Practices for Storm Water Phase II in developing Phase II stormwater management programs. Both are available from the Department.

- Element ID: Table 1 below includes all the minimum control measure elements required under Part IV. of the MS4 GP. Using Table 1, identify which element of the minimum control measure each BMP addresses. For example, a BMP addressing the procedures for site plan review under the Construction Site Stormwater Runoff Control Minimum Control Measure would be labeled as "4d." You must include at least one BMP for each element.

- BMP Number: For each minimum control measure, number the BMPs starting with 01 and continue the numbering in sequential order on any additional forms for the measure. The numbering of the BMPs is for reference purposes only and does not provide additional weight to, nor prioritize, one BMP over another.

- Measurable Goals: List the measurable goal(s) for each BMP. You must include at least one measurable goal for each BMP and may include as many as necessary for the BMP – you are not limited to the four lines provided on the form.

- Schedule for Implementation/Completion: For each measurable goal, include the year each action will be implemented and, as applicable, the interim milestones, completion date, or planned frequency of the action.

- Responsible Entity/Department: Include the name of the entity (if other than the Phase II MS4 Operator) or of the internal department (if it is the Phase II MS4 Operator) responsible for implementing or coordinating each BMP.

Page Numbering

- Once this form has been completed for each minimum control measure, place the forms in an order corresponding to the order of the measures in Table 1 (below) and number the forms accordingly at the bottom of each.

Table 1: Minimum Control Measure Required Elements

Element ID	Description of Minimum Control Measure Required Elements
	1. Public Education and Outreach Minimum Control Measure:
1a	**a)** Implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.
	2. Public Participation/Involvement Minimum Control Measure:
2a	**a)** Comply with State and local public notice requirements when implementing a public involvement/public participation program.
	3. Illicit Discharge Detection and Elimination Minimum Control Measure:
3a	**a)** Develop, if not already completed, a storm sewer system map, showing the location of all known outfalls and the names and location of all surface waters of the State that receive discharges from those outfalls.
3b	**b)** To the extent allowable under State or local law, effectively prohibit through ordinance, or other regulatory mechanism, of non-stormwater (i.e., "illicit") discharges into the storm sewer system and implement appropriate enforcement procedures and actions.
3c	**c)** Develop and implement a plan to detect and eliminate non-stormwater discharges, including illegal dumping, to the MS4.
3d	**d)** Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.
	4. Construction Site Stormwater Runoff Control Minimum Control Measure:
4a	**a)** Develop and implement, to the extent allowable under State or local law, an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to reduce pollutants in any stormwater runoff to the Phase II MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of pollutants associated with stormwater discharges from construction activity disturbing less than one acre must also be included if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more.
4b	**b)** Develop and implement requirements for construction site operators to implement appropriate erosion and sediment control best management practices.
4c	**c)** Develop and implement requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.
4d	**d)** Develop and implement procedures for site plan review that incorporate consideration of potential water quality impacts.
4e	**e)** Develop and implement procedures for receipt and consideration of information submitted by the public.
4f	**f)** Develop and implement procedures for site inspection and enforcement of control measures.
	5. Post-construction Stormwater Management in New Development and Redevelopment Minimum Control Measure: NOT REQUIRED IF USING QUALIFIED ALTERNATIVE PROGRAM
5a	**a)** Use an ordinance or other regulatory mechanism, to the extent allowable under State or local law, to address from post-construction runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into the Phase II MS4. The program must require that controls be in place that would prevent or minimize water quality impacts from new development or redevelopment.
5b	**b)** Develop and implement strategies that include a combination of structural and/or non-structural best management practices (BMPs) appropriate for the community.
5c	**c)** Require adequate long-term operation and maintenance of BMPs.
	6. Municipal Operation Pollution Prevention and Good Housekeeping Minimum Control Measure:
6a	**a)** Develop and implement an operation and maintenance program that has the ultimate goal of preventing or reducing pollutant runoff from MS4 operator activities, such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.
6b	**b)** Using training materials that are available from EPA, the Department, or other organizations, include employee training to prevent and reduce stormwater pollution from MS4 operator activities.

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☒ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
1a	01	Adult Group Presentations Stormwater presentation and demonstration to adult groups. Conduct One presentation per year; typically, Rotary Club.	**1.** Track and report the number of attendees.	**1.** Year 1-5	LIVE BLUE Program
1a	02	Youth Education Program Presentation of education programs to school-aged children. Conduct three presentations per year.	**1.** Track and report the number of attendees.	**1.** Year 1-5	LIVE BLUE Program
1a	03	Green Events Participate twice per year in special events (festivals, workshops, home shows, etc.) Typically “Trash Bash” and “Arbor Day”	**1.** Track and report the number of attendees.	**1.** Year 1-5	LIVE BLUE Program
1a	04	General Public Programs Conduct presentations twice per year; typically at Travis park. (for Middle and High School)	**1.** Track and report the number of attendees.	**1.** Year 1-5	LIVE BLUE Program
1a	05	Media Outreach Coordinate media outreach through City of Cocoa Social Media (Facebook, Twitter, LinkedIn), "FYI" newsletter and water utility billing as needed to inform public and/or do surveys. Conducted as needed to inform public.	**1.** Track and report number of newsletters distributed **2.**Track and report number of utility bills with a Stormwater message distributed **3.**Track and report number of Stormwater messages distributed via social media.	**1.**Year 1-5	LIVE BLUE Program

Page # 1 of 9 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☐ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☒ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
2a	01	Public Notices Comply with State and local public notice requirements when implementing a public involvement/ public participation programs pertaining to SWMP related ordinance development and policy. Notices are found on the City of Cocoa website and the bullentin boards at City Hall.	**1.**Track and report the number of public notices published pertaining to the City's SWMP policy decisions	**1.**Year 1-5	Program Contact and Public Works Dept.
2a	02	Trash Bash Continue to assist and support "Keep Brevard Beautiful" Annual Trash Bash. The event occurs through the help of volunteers and will be noticed through mentions on local newspapers and news stations, and City of Cocoa's Social Media (Facebook, Twitter, LinkedIn)	**1.**Track and report number of participants.	**1.** Year 1-5	Program Contact and Public Works Dept.
			2.Track and report the amount of trash collected.	**2.** Year 1-5	
2a	03	Stenciling Program Continue to maintain inlet labeling/stenciling with the help of volunteers. Notices for the stenciling program will be found on the City of Cocoa's Social Media (Facebook, Twitter, LinkedIn)	**1.**Track and report the number of volunteer attendees.	**1.** Year 1-5	Program Contact and Public Works Dept. and LIVE BLUE
			2.Track and report the number of inlets marked.	**2.** Year 1-5	
			3.Track and report the number of markers reinstalled	**3.**Year 1-5	
			4.	**4.**	
___	___		**1.**	**1.**	
			2.	**2.**	
			3.	**3.**	
___	___		**1.**	**1.**	
			2.	**2.**	
			3.	**3.**	

Page # 2 of 9 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☐ 1. Public Education and Outreach	☒ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
3a	01	MS4 Outfall Map Maintain a storm sewer system map showing the locations of all known outfalls and the names and locations of all surface waters of the State that receive discharges from those outfalls. Collect & maintain data and Input data into GIS Mapping	**1.**Track and report any newly mapped outfalls	**1.**Year 1-5	Program Contact and Public Works Dept.
3a	02	City Owned Structures Finish developing an inventory of the City's owned and maintained structures to include linear feet of conveyance (swales or pipes), number of inlets/catch basins, number of retention/detention ponds. Inventory finishes 2019	**1.**Track and report the length of conveyance system (pipes or swales)	**1.** Year 1-5	Program Contact and Public Works Dept.
			2.Track and report the number of inlets/catch basins	**2.** Year 1-5	
			3.Track and report the number of retention/detention ponds	**3.** Year 1-5	
3b	01	Illicit Discharge Ordinance To the extent allowable under State or local law, effectively prohibit, through ordinance or other regulatory mechanism, non-stormwater (i.e.,"illicit") discharges into the storm sewer system and implement appropriate enforcement procedures and actions. The current City Code providing enforcement authority for this BMP is Sec. 22, Subdivision 2 (Cocoa, Florida, Code of Ordinances) Ordinance Number 10-2011, ss 2, 7-26-2011. Annually evaluate the effectiveness of local codes in prohibiting and removing illicit discharges and taking appropriate enforcement actions against such discharges.	**1.**Track and report any changes or amendments to the ordinances or codes, if applicable.	**1.** Year 1-5	Program Contact and Public Works Dept.
3c	01	Illicit Discharge Detection & Elimination (IDDE) Inspections Continue to implement a plan to conduct proactive inspections to identify and remove illicit connections, illicit discharging to the MS4. Detect & eliminate non-stormwater discharges, including illegal dumping to the MS4. Public Works and Utilities Department employees are trained to recognize & report stormwater contamination violations and proactive site visits are part of at least two 'stormwater manager certified' employees job performed and found during dry season would be noticed during wet season.	**1.**Track and repot the number of illicit discharge, illicit connection, & illegal dumping inspections preformed	**1.** Year 1-5	Program Contact and Public Works Dept.
			2.Track and report the number of illicit discharges and/or illegal dumpings found.	**2.** Year 1-5	
			3.Track and report the number of illicit discharges and/or illegal dumpings eliminated.	**3.** Year 1-5	
			4.Track and report the number of enforcement actions.	**4.** Year 1-5	

Page # 3 of 9 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☐ 1. Public Education and Outreach	☒ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
3c	02	City Personnel Training Utilize City personnel to recognize illicit discharges, illicit discharge connection recognition, and/or dumping. Continue training appropriate City personnel.	**1.**Track and report number of employees trained.	**1.** Year 1-5	Program Contact and Public Works Dept.
3c	03	Sanitary Sewer Overflows Monitor/eliminate sanitary sewer overflows. Coordinate monitoring with sewer personnel and coordinate elimination of sewer overflows as needed.	**1.** Track and report number of sanitary sewer overflow (SSO) incidents affecting the MS4 each year.	**1.** Year 1-5	Program Contact and Public Works Dept.
			2.Track and report the number of SSO's eliminated.	**2.** Year 1-5	
3c	04	IDDE Contacting Maintain City of Cocoa's Report a Concern link and phone calls concerning IDDE will be taken at the Public Works Main phoneline.	**1.** Track and report number of notification calls to public works are concerning IDDE.	**1.** Year 1-5	Program Contact and Public Works Dept.
			2. Track and report number of Report a Concern messages sent.	**2.** Year 1-5	
3d	01	Illicit Discharge Training - Employees Inform employees of hazards associated with illegal discharges and improper disposal of waste. Train appropriate personnel and maintain and update training material.	**1.**Track and report number of employees trained.	**1.** Year 1-5	Program Contact and Public Works Dept.
3d	02	Illicit Discharge Outreach - Public Maintain no dumping signage program. Install signage where needed; keep a record of where the signs are placed and take pictures of no dumping signage and actual discharges to broadcast on City's Social Media(Facebook, twitter, LinkedIn)	**1.**Track and report number of signs placed and their locations	**1.** Year 1-5	Program Contact and Public Works Dept.
3d	03	Business Group Brochures Create an electronic brochure that will be distributed via social media with posting on City of Cocoa's social media (Facebook/twitter/LinkedIn)	**1.**Track and report number businesses the brochure has been handed to.	**1.** Year 1-5	Program Contact and Public Works Dept.

Page # 4 of 9 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☐ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☒ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
4a	01	Construction Compliance Ordinance Continue to implement, to the extent allowable under State or local law, an ordinance or other regulatory mechanism to require erosion controls, as well as sanctions to ensure compliance; to reduce pollutants in any stormwater runoff to the Phase II MS4 from construction activities that result in a land disturbance of greater than one acre. Reduction of pollutants associated with stormwater discharges from construction activity disturbing less than one acre must also be included if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more. The current City Code providing enforcement authority for this BMP is Sec. 22, Subdivision 3 (Cocoa, Florida, Code of Ordinances) Ordinance Number 9-2011, ss 2, 7-26-2011	**1.**Track and report any changes or amendments to the ordinance or codes, if applicable.	**1.**Year 1-5	Program Contact and Public Works Dept. and Community Development Dept. (Building Officials and Code Enforcement).
4b	02	Sediment and Erosion Control BMP Continue to implement and maintain requirements for construction site operators to implement appropriate erosion control best management practices.	**1.** Track and report annually the number of construction sites operating under the ordinance requirements developed in Element 4a-01 above implementing BMP 4b-02 **2.** Track and report the number of violations specific to sediment and erosion controls.	**1.**Year 1-5	Program Contact and Public Works Dept. and Community Development Dept.
4c	01	Construction Site Waste Control Requirements Continue to implement and maintain requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, materials storage and sanitary waste at the construction site that may cause adverse impacts to water quality	**1.** Track and report annually the number of construction sites operating under the ordinance requirements developed in Element 4a-01 above implementing BMP 4b-03 **2.** Track and report the number of violations specific to waste controls	**1.**Year 1-5	Program Contact and Public Works Dept. and Community Development Dept.
4d	01	Site Plan Review Continue to implement and maintain procedures for site plan review that incorporate consideration of potential water quality impacts. Notify applicants of the potential need for an ERP permit from the water management district and/or NPDES Construction Generic Permit.	**1.**Track & report annually the number of site plan reviews performed & approved that incorporate compliance comments consistent with requirements developed in 4a-01above; implementing BMP 4d-04 **2.**Document & report the number of applicants notified of the CGP & ERP permits.	**1.**Year 1-5 **2.** Year 1-5	Program Contact and Public Works Dept. and Community Development Dept.

Page # 5 of 9 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☐ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☒ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
4e	01	Construction Related Public Input Continue to implement and maintain procedures for receipt and consideration of information submitted by the public regarding stormwater problems with construction sites. Maintain stormwater hotline/depository	**1.**Track and report annually the number of public comments received regarding Stormwater problems with construction sites and respective follow-up activities.	**1.**Year 1-5	Program Contact and Public Works Dept.
4f	01	Construction Site Inspections Implement, maintain & revise procedures for site inspection and enforcement of control measures such as inspection schedules, checklists, reporting tools, record keeping and enforcement process procedures. Verify ERP & CGP coverage.	**1.**Track and report annually the number of construction site inspections conducted as well as the number of enforcement and follow-up actions taken.	**1.** Year 1-5	Program Contact and Public Works Dept. and Community Development Dept.
			2.Track and report the number of enforcement and follow-up actions conducted.	**2.** Year 1-5	
			3.Track and report the number of construction sites verified for ERP/CGP permits.	**3.** Year 1-5	
___	___		**1.**	**1.**	
			2.	**2.**	
			3.	**3.**	
___	___		**1.**	**1.**	
			2.	**2.**	
			3.	**3.**	
			4.	**4.**	

Page # 6 of 9 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☐ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☒ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☐ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
5a-c	01	Post Construction Stormwater Management Utilize qualifying alternative program; City of Cocoa relies on the current SJRWMD and FDEP regulatory criteria by providing Stormwater treatment for ERP Permitted projects.	**1.**Continue to maintain compliance with DEP and WMD criteria	**1.**Effective upon permit issuance.	FDEP SJRWMD
___	___		**1.**	**1.**	
			2.	**2.**	
			3.	**3.**	
			4.	**4.**	
___	___		**1.**	**1.**	
			2.	**2.**	
			3.	**3.**	
			4.	**4.**	
___	___		**1.**	**1.**	
			2.	**2.**	
			3.	**3.**	
			4.	**4.**	

Page # 7 of 9 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☐ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☒ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
6a	01	Street Sweeping The City will street sweep all curb, gutter, and parking lots to remove debris and particle matter throughout the city alternating through sections of the city each week, once per month and additionally as necessary.	**1.**Track and report the number of miles swept.	**1.**Year 1-5	Program Contact and Public Works Dept.
			2.Track and repot the amount of debris removed.	**2.** Year 1-5	
6a	02	Stormwater Conveyance SOPs Inspect/clean baffle boxes and other key conveyance locations in the system that require periodic debris removal maintenance. Inspect once per year during the rainy season to assure efficient performance and clean as needed. Use the written standard operating procedures for the inspection, operation and maintenance of the City's MS4, including a schedule of regular maintenance activities.	**1.**Track and repot the number of Stormwater system components inspected, cleaned, and maintained.	**1.** Year 1-5	Program Contact and Public Works Dept.
			2.Track and report the amount of debris removed.	**2.** Year 1-5	
6a	03	Turf Maintenance SOPs Maintain effective operating procedures for landscape/turf maintenance to reduce input of clippings, pesticides, fertilizers, etc. into storm drainage system. Continue implementation of effective operating procedures	**1.**Track and report the amount of litter collected from inmate rubbish pick up group.	**1.**Year 1-5	Program Contact and Public Works Dept.
			2. Track & report annually number of employees trained for this BMP.	**2.** Year 1-5	
6a	04	Equipment/Material Storage SOPs Maintain effective operating procedures for City materials storage. Conduct inspections of municipal equipment & materials storage yards, vehicle maintenance facilities and any other outside areas utilized by the city for materials, equipment and vehicle storage.	**1.**Track and report the number of pollution prevention inspections conducted and their locations and descriptions quarterly.	**1.**Year 1-5	Program Contact and Public Works Dept.

Page # 8 of 9 total pages of SWMP Elements Forms attached to the NOI

APPENDIX A
PHASE II MS4 STORMWATER MANAGEMENT PROGRAM (SWMP) ELEMENTS FORM

SECTION A.I. MINIMUM CONTROL MEASURE (check only one)

☐ 1. Public Education and Outreach	☐ 3. Illicit Discharge Detection/Elimination	☐ 5. Post-construction Stormwater Management (optional)
☐ 2. Public Involvement/Participation	☐ 4. Construction Site Stormwater Runoff Control	☒ 6. Pollution Prevention/Good Housekeeping

SECTION A.II. BEST MANAGEMENT PRACTICES (BMPs) For The Minimum Control Measure Identified In Section A.I. Of This Form

Element ID	BMP Number	A Description of BMP	B Measurable Goal(s)	C Schedule for Implementation/Completion	D Responsible Entity/Department
6a	05	BMAP for an Adopt TMDL In accordance with Section 403.067, F.S., the City of Cocoa must comply with the adopted provisions of the BMAP and/or implementation plan that specify activities to be undertaken by the City of Cocoa during the permit cycle.	**1.** Continue to participate and implement the scheduled activities defined in the adopted BMAP or implementation plan.	1. Year 1-5	Program Contact and Public Works Dept.
6b	01	MS4 Operator Trainings Using training materials that are available from EPA, the Department or other organizations, provide employee training to prevent and reduce stormwater pollution from MS4 operator activities. Maintain training material collection.	**1.**Track and report annually the number of employees trained.	**1.**Year 1-5	Program Contact and Public Works Dept.
6b	02	Refuse Collector Training Negotiate/coordinate/train refuse collection contractors to improve collection procedures to prevent loose waste Encourage contractor participation with MS4 operator goals through negotiation process & coordinate training	**1.**Track and report the number of solid waste employees who receive this training.	**1.** Year 1-5	Program Contact and Public Works Dept.
6b	03	FDEP ESC Refresher Maintain effective operating procedures for City construction/maintenance work site erosion/sediment control. Provide an annual refresher to those who have already received their FDEP Erosion and Sediment Control Training.	**1.**Track and report annually the number of employees who received the annual refresher training.	**1.** Year 1-5	Program Contact and Public Works Dept.

Page # 9 of 9 total pages of SWMP Elements Forms attached to the NOI

THIRD AMENDMENT TO EXISTING INTERLOCAL AGREEMENT FOR STORMWATER EDUCATION AND OUTREACH

THIS AMENDMENT is made and entered into on the date of the last signature below by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred as "County"), the CITY OF CAPE CANAVERAL ("Cape Canaveral"), the CITY OF COCOA ("Cocoa"), the CITY OF COCOA BEACH ("Cocoa Beach"), the TOWN of GRANT-VALKARIA ("Grant-Valkaria"), the CITY OF INDIAN HARBOUR BEACH ("Indian Harbour Beach"), the TOWN OF MALABAR ("Malabar"), the CITY OF MELBOURNE ("Melbourne"), and the CITY OF WEST MELBOURNE ("West Melbourne") (Collectively the "Municipalities").

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal Agreement on November 1st, 2011("Agreement") for stormwater education and public outreach and the Agreement was subsequently amended on December 11, 2012 and October 10, 2017; and

WHEREAS, the parties hereto desire to amend the terms of said Agreement as to Section 5. Allocation of Costs and Exhibit A.

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed between the parties as follows:

1. Section 5. ALLOCATION OF COST. a. Program Costs is deleted and replaced with:

   The cost for the Education Program will be paid by the County. The Municipalities agree to reimburse the County in accordance with the funding requirement set forth in the Education Program (the "Contribution") and subject to paragraph 7 below. See Amended Exhibit A. Section V. Funding. The annual Contribution for each Municipality is calculated using a minimum base fee of $173.00 per Deliverable Point. The base fee will be reviewed in June every year and adjusted, if necessary, using the Consumer Price Index (CPI); however, the base fee shall not be less than $173.00 per Deliverable Point. The net cost contributed by the County, after reimbursement by the

municipalities, is estimated to be $50,170.00 per contract year. Failure of any Municipality to pay its respective Contribution shall not require the remaining Municipalities to be responsible for paying any portion of the payment that was due from the non-paying Municipality.

2. Section 6. TIMETABLE OF PAYMENTS. is deleted and replaced with:

   Full payment will be made on an annual basis and due on September 30 of each year.

3. Exhibit A. Section V. Funding is deleted and replaced with Amended Exhibit A. Section V. Funding, which is attached and incorporated herein.

4. All terms and conditions of the previous Agreement and Amendments, which are incorporated herein by this reference, not inconsistent with the provisions of this Third Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the date of the last signature below.

ATTEST:

_____
Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By:_____
Kristine Zonka, Chair

Date:_____

(As approved by Board on:_____, 2022)

Reviewed for legal form and content
for Brevard County, Florida:

8-23-2022
Heather A. Balser, Assistant County Attorney

ATTEST:

_____

CITY OF COCOA

_____

Stockton Whitten, City Manager

As approved by the City Council on _____

EXHIBIT A. FUNDING

	FUNDING REQUIREMENTS	DELIVERABLE POINTS
CONSORTIUM PARTNERS	$173/Point	Deliverable Points
Cape Canaveral	$4,152	24
Cocoa	$7,612	44
Cocoa Beach	$5,190	30
Grant-Valkaria	$1,730	10
Indian Harbour Beach	$3,460	20
Malabar	$1,384	8
Melbourne	$32,524	188
West Melbourne	$8,304	48
TOTAL FOR PARTICIPATING AGENCIES	$64,356	
Brevard County (Consortium Lead)	$50,170	

DELIVERABLE
A. Adult Education Program
B. School Age Education Program
C. General Public Programs
D. Special Event Representation
E. Storm Drain Marking
F. Alternative Programs, as requested

Legislation Details (With Text)

File #:	22-560	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/13/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Approve Task Order #2022-29 for the Engineering Design of the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project using the Continuing Services Agreement with Mead & Hunt for Civil Engineering Services. The budgetary impact previously approved for this Task Order, will allow for the FY22 Budget to roll into FY23 and FY23 budgetary portion pending the adoption of the FY23 Budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CO DIxon and IRD Final Design Scope Rev 061722_bmf.pdf TO-MEAD&HUNT 2022-29 $119,906.00 - PW.pdf TRACK SHEET.pdf RFQ-16-01-COC (A) AGREEMENT - MEAD & HUNT.pdf Mead &Hunt COI.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2022
Agenda Date: September 27, 2022
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve Task Order #2022-29 for the Engineering Design of the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project using the Continuing Services Agreement with Mead & Hunt for Civil Engineering Services. The budgetary impact previously approved for this Task Order, will allow for the FY22 Budget to roll into FY23 and FY23 budgetary portion pending the adoption of the FY23 Budget.

BACKGROUND:

On January 25, 2022, Council approved applying for the Indian River Lagoon National Estuary Program (NEP) Category 1 Grant funds in the amount of $40,000 for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project with a 50% match. The IRL Council provided an initial agreement that reflected funding in the amount of $40,000 for the total project estimated cost of $80,000.

An after the fact project proposal provided by the consultant estimated the project cost at $119,906.

The IRL Council then provided a revised agreement to match approximately 33% of the total cost of the Project, and the cost-share not to exceed $40,000. Since the original estimated cost was $80,000 with a cost-share 50% match, $40,000 was budgeted in FY23 for this project. However, as stated above, the total project cost is $119,906. The $39,906 shortfall will be funded by the Stormwater Utility Fund.

On August 9, 2022, Council authorized the City Manager to execute the revised Agency Cost-Share Agreement between the Indian River Lagoon (IRL) Council and the City of Cocoa (IRL2022-03) for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project, Design and Engineering. Council also approved a Resolution amending the FY22 Budget, BAF# 22-115-A recognizing the IRL National Estuary Program (NEP) Funding Revenue and transferring funds from another project to cover the increased cost.

The Task Order was not included as part of that Agenda Item. Staff is seeking Council approval to proceed with the Task Order. Upon the completion of the design, the Stormwater Division will seek additional funding assistance for the construction of this Project.

STRATEGIC PLAN CONNECTION:

Comprehensive Plan GOAL 9.1: The natural resources of the City's coastal planning area shall be preserved, protected or enhanced, as physically, fiscally, and practically feasible in light of impacts from sea level rise, to provide the highest possible water quality, habitat for fish and wildlife and use for public recreation while safeguarding human life, property and public expenditures.

BUDGETARY IMPACT:

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

Below Budgets were provided as part of Agenda Item 22-373 approved by Council on August 9, 2022.

FY 22 Request

Amount Requested	$79,906
Account Number	423-3570-538.63-00 SW21RE
Account Name	Infrastructure

FY 23 Request Included with the Adopted Budget

Amount	$40,000
Account Number	423-3570-538.63-00 SW21RE
Account Name	Infrastructure

Total Project Request: $119,906 SW21RE

Source of Funds: ____State Revolving Loan
__X_ Cost-Share Agreement Revenue_

____ Bond:_
____ Reserves Source:_
__X__ Transfer Acct #:423-3570-538.63-00

PREVIOUS ACTION:

On January 25, 2022, Council approved applying for the Indian River Lagoon National Estuary Program (NEP) Category 1 Grant funds in the amount of $40,000 for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project with a 50% match. On August 9, 2022, Council authorized the City Manager to execute the Agency Cost-Share Agreement between the Indian River Lagoon (IRL) Council and the City of Cocoa (IRL2022-03) for the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project, Design and Engineering. Council also approved a Resolution amending the FY22 Budget, BAF# 22-115-A recognizing the IRL National Estuary Program (NEP) Funding Revenue
and transferring funds from another project to cover the increased cost.

RECOMMENDED MOTION:

Approve Task Order #2022-29 for the Engineering Design of the Dixon Blvd. at Indian River Drive Water Quality and Resiliency Project using the Continuing Services Agreement with Mead & Hunt for Civil Engineering Services. The budgetary impact previously approved for this Task Order, will allow for the FY22 Budget to roll into FY23 and FY23 budgetary portion pending the adoption of the FY23 Budget.

June 17, 2022

Abigail Morgan, P.E. ENV SP
Assistant City Engineer/Streets & Stormwater Manager
City of Cocoa
155 North Wilson Street
Cocoa, FL 32922

Email: amorgan@cocoafl.org
Hard Copy Mailed Only on Request

RE: DIXON AND INDIAN RIVER DRIVE IMPROVEMENTS
SCOPE OF SERVICES AND FEE ESTIMATE

Dear Ms. Morgan,

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for the above referenced project. We look forward to the opportunity to complete another successful project for the City of Cocoa.

If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

David A. King, P.E.
Vice President/Business Unit Leader

Andrew M. Giannini, PE
Senior Project Manager

DAK/AMG;bf

Attachment: Scope and Fee Estimate
Estimated Manhour Schedule

SCOPE OF SERVICES FOR
DIXON AND INDIAN RIVER DRIVE IMPROVEMENTS

GENERAL

This Task Order is in conformance with the Agreement for General Civil Engineering Services ("Agreement"), RFQ-16-01-COC(A) dated January 27, 2016, between the City of Cocoa ("CITY") and Mead & Hunt, Inc. ("MEAD & HUNT") and is referred to herein as the contract.

GENERAL

The project includes proposed improvements to Indian River Drive and Dixon Boulevard in the vicinity of the intersection of the two roadways and involve minor raising of the roadway and stormwater quality improvements as described in the 2022 Indian River Drive and Dixon Boulevard Intersection Improvements Report (Report). The CITY intends to fund the design with a grant from the Indian River Lagoon National Estuary Program (IRLNEP) with expected notice to proceed by October 1, 2022.

SCOPE OF SERVICES

PHASE 1 – PROJECT MANAGEMENT AND MEETINGS

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 8-month project duration. MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Design review meetings will be held after the CITY's review of the 60% and 90% design deliverables. Following the meetings, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees. MEAD & HUNT will implement a quality assurance and control process, which includes independent review of the project technical work products before its submission to the CITY. Deliverables: Monthly invoices, meeting agendas and summaries

PHASE 2 – SITE RECONNAISSANCE

MEAD & HUNT will visit the project site to verify existing conditions and requisite modifications to accommodate improvements. MEAD & HUNT will also collect available record information for existing improvements within the project area. MEAD & HUNT will coordinate the collection of additional topographic and route survey by a survey subconsultant and geotechnical investigation of site by geotechnical subconsultant. Existing and proposed rights of way and/or easements will be provided by survey subconsultant. MEAD & HUNT will also utilize an environmental subconsultant to delineate the extents of wetlands and waters of the State along with the potential of any impacts to threatened and endangered species. Deliverables: Signed & Sealed Topographic Survey, Geotechnical Report, Environmental Report, Proposed Right-of-Way/Easements

PHASE 3 – DESIGN

MEAD & HUNT will develop construction drawings and technical specifications that reflect the proposed improvements detailed in the Report. MEAD & HUNT will prepare an engineer's opinion of probable construction costs (EOPCC) based on recent similar bids and other sources such as FDOT average bid costs. Upon submittal of each deliverable, the CITY is expected to review such within a two-week period and a meeting will be held at the end of the CITY's review. MEAD & HUNT will coordinate and attend a design review meeting with CITY staff to discuss the CITY's comments with meeting summary provided. A comment/response log will be prepared with each subsequent deliverable with comments being incorporated. Design deliverables will be provided at the following stages:

- 60% Design
- 90% Design
- Final Design

Deliverables: Construction Drawings, Technical Specifications, EOPCC, Comment/Response Logs, Meeting Summaries

PHASE 4 – UTILITY COORDINATION

MEAD & HUNT will coordinate with CITY Utilities Department and franchised utilities (communications, electric, gas, etc.) during the design including requesting 'red/green/brown' markups at the 60% design phase in order to determine potential conflicts and resolution of such. MEAD & HUNT will meet with each utility as needed to develop the resolutions.

PHASE 5 – PERMITTING

Upon CITY acceptance of 90% design deliverables, MEAD & HUNT will pursue the following permit:

- SJRWMD/FDEP Environmental Resource Permit (ERP)

MEAD & HUNT will coordinate and virtually attend a pre-application meeting with CITY and SJRWMD/FDEP to present project and discuss permitting requirements. MEAD & HUNT will prepare and distribute an agenda and meeting summary for the meeting. MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and input from the pre-application meeting. MEAD & HUNT will respond to up to two (2) Requests for Additional Information (RAI) from SJRWMD/FDEP. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. Deliverables: Permit Application Package, Responses to RAIs, Issued Permit

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Right of Way/Easement Acquisition

- Utility adjustment/relocation design
- Permitting assistance for any permits not mentioned above
- Bidding phase assistance (to be provided in separate proposal)
- Construction Phase Services (to be provided in separate proposal)
- Funding assistance

SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon	Cumulative Duration
Phase 1 – Project Management	240 days	Receipt of notice to proceed	-
Phase 2 – Site Reconnaissance	90 days	Receipt of notice to proceed (concurrent with 60% design)	-
Phase 3 – 60% Design	75 days	Receipt of notice to proceed	75
Phase 4 – Utility Coordination	30 days	60% Design deliverable submittal (concurrent with 90% design)	-
Phase 3 – 90% Design	75 days	Receipt of additional survey/comments on 60% Design deliverable	150
Phase 5 - Permitting	60 days	90% Design deliverable submittal	210
Phase 3 – Final Design	30 days	Receipt of comments on 90% Design deliverable/permits	240

CITY, SJRWMD/FDEP review times may affect this schedule.

COMPENSATION

The estimated not-to-exceed cost for this Scope of Services is **$119,906** based on the following breakdown and the attached manhour estimate:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	$11,720	Lump Sum
Phase 2 – Site Reconnaissance	$4,626	Lump Sum
Phase 3 - Design	$57,700	Lump Sum
Phase 4 – Utility Coordination	$3,796	Lump Sum
Phase 5 - Permitting	$11,564	Lump Sum
SUBTOTAL	$89,406	
Phase 8 – Subconsultants/Reimbursables	$30,500	Time & Expenses
TOTAL	**$119,906**	

AUTHORIZATION

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF COCOA	Approved by:	MEAD & HUNT, INC.
By:	_____	By:	_____
Name:	_____	Name:	David A. King, PE
Title:	_____	Title:	Vice President/Business Unit Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:	_____	Date	June 15, 2022

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

CITY OF COCOA
DIXON BLVD. AND INDIAN RIVER DRIVE IMPROVEMENTS - DESIGN
ESTIMATED MANHOUR SCHEDULE
June 17, 2022

Mead & Hunt

Phase	Position	Principal/ Project Manager	Senior Technician	Engineer III	Engineer I	Technician III	Administrative Assistant	Total
	Hourly Rate	**$ 201.00**	**$ 156.00**	**$ 153.00**	**$ 124.00**	**$ 127.00**	**$ 92.00**	
1	Project Management	40	0	0	0	0	40	**$ 11,720**
2	Site Reconnaissance	2	4	8	8	8	4	**$ 4,626**
3	60% Design	16	40	40	24	90	6	$ 30,534
3	90% Design	8	20	20	12	60	4	$ 17,264
3	Final Design	4	10	10	6	40	2	$ 9,902
							Design Subtotal	**$ 57,700**
4	Utility Coordination	2	4	2	2	16	2	**$ 3,796**
5	Permitting	4	20	16	24	16	2	**$ 11,564**
	TOTAL ALL TASKS	**76**	**98**	**96**	**76**	**230**	**60**	**$ 89,406**
							Lump Sum Total	**$ 89,406**
							Subs/Reimbursables	$ 30,500
							GRAND TOTAL	**$ 119,906**

4 **Subconsultant/Reimbursables Breakdown:**

	Description	Amount
	Survey Allowance	$ 15,000
	Environmental Allowance	$ 5,500
	Geotech Allowance	$ 6,500
	Printing/Reproduction/Postage/Permit Fee Allowance	$ 3,500
	Total	**$ 30,500**

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=11262032&GUID=FFB24FEC-0276-422D-945D-AED31D2A4141* is a secure document that has been embedded in this document. Double click the pushpin to view.



Continuing Service Agreement Track Sheet

RFQ-16-01-COC-A

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Civil Engineering Services

Total Task Orders: $1,223,123.00

Department: Utilities | Start Date: 1/27/2016 | Paid: $980,809.12

Task Orders Issued: 34 | End Date: 1/26/2023 | # Extensions 0 | Encumbered: $114,686.40

Contract # RFQ-16-01-COC A1 Vendor Infrastructure Solutions Expires 1/26/2023 $715,850.00 $581,823.60 $44,636.40

Task Order	Task Details	Approved	Status	Task Order Amt.	Paid	Encumbered
2017-02	Harrison Street utility Improvements; Requested by Katherine Ennis; Project # WS1201; PO/RQ#: 69445-31832; Notes: Liquidated $770.00 [DK-04/22/22]	11/8/2016	Completed	$10,200.00	$9,430.00	$0.00
2017-03	Stone Street Utility Improvements; Project # WS1201; PO/RQ#: 69460-31834;	11/8/2016	Completed	$23,500.00	$23,500.00	$0.00
2018-09	Riverfront Boardwalk Replacement; Project # ES17HI; PO/RQ#: 71251-34277;	10/11/2017	Completed	$6,440.00	$6,440.00	$0.00
2018-10	Riverfront Boardwalk Replacement; Project # ES17HI; PO/RQ#: 71962-34825;	1/3/2018	Completed	$89,405.00	$40,000.00	$0.00
2018-11	Lee Wenner Park Shoreline Stabilization; Project # ES17HI; PO/RQ#: 72152-35216;	1/19/2018	Completed	$19,000.00	$19,000.00	$0.00
2018-12	Lee Wenner Park T-Docks and Day Slips Design Criteria Professional Services; Project # ES17HI; PO/RQ#: 73217-36623;	8/15/2018	Completed	$47,500.00	$47,500.00	$0.00

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2018-12.1	Lee Wenner Park T-Docks and Day Slips; Project # ES17HI; PO/RQ#: 73217-36623; Notes: Agenda Item VIII.3 [DK-04/20/22]	11/14/2018	Completed	$93,640.00	$93,640.00	$0.00
2019-13	Lee Wenner Park Shoreline Stabilization; Project # ES17HI; PO/RQ#: 73534-37284;	10/11/2018	Completed	$6,800.00	$6,800.00	$0.00
2019-14	Riverfront Park Promenade/Overlook Conceptual Layout; Project # ES17HI; PO/RQ#: 73727-37302;	10/12/2018	Completed	$23,000.00	$23,000.00	$0.00
2019-15	Feasibility Study for Indian River Lagoon Stormwater Treatment; PO/RQ#: 73710-37383;	10/19/2018	Completed	$19,700.00	$19,700.00	$0.00
2019-16	Riverfront Park Promenade Improvements; Requested by Cheryl Meisenzahl; Project # ES17HI; PO/RQ#: 73829-37534; Notes: Agenda item	11/16/2018	Completed	$66,320.00	$66,320.00	$0.00
2019-17	Engineering Services for the engineering design and permitting of drainage improvements within a residential neighborhood at Aurora Av.; Requested by JoAnna Zurinsky; Project # SW21DP; PO/RQ#: 76945-41299;	8/3/2020	Active	$45,460.00	$45,460.00	$0.00
2019-17.1	Aurora Street Drainage Improvement Design Project; Requested by JoAnna Zurinsky; Project # SW21DP; PO/RQ#: 76945-41299;	12/1/2020	Active	$20,833.00	$3,746.60	$17,086.40
2021-18	Lee Wenner Boat Ramp Rehabilitation; Requested by Cheryl Meisenzahl; Project # GR2105; PO/RQ#: 76945-41299;	11/19/2020	Active	$48,993.00	$47,665.85	$1,327.15
2021-19	Lee Wenner Park Dredging Project; Requested by Cheryl Meisenzahl; Project # GR2104; PO/RQ#: 77493-42070;	11/19/2020	Active	$49,748.00	$48,149.25	$1,598.75
2021-20	Lee Wenner Park Parking Improvements; Project # CW18LW; PO/RQ#: 77934-42639; Notes: Agenda Item V.2 [DK-04/20/2022]	4/5/2021	Active	$66,087.00	$47,462.90	$18,624.10

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2021-21	Bracco Pond Modification and Drainage Improvements; Requested by JoAnna Zurinsky; Project # SW21SP; PO/RQ#: 77950-42656;	4/8/2021	Completed	$14,020.00	$14,020.00	$0.00
2021-22	Emma Jewel CRA Modification and Drainage Improvements; Requested by JoAnna Zurinsky; Project # SW21SP; PO/RQ#: 77973-42627; Notes: 08/26/21 Per Internal Change Order dated 0819.21 from	4/8/2021	Completed	$41,870.00	$8,905.00	$0.00
2022-23	Carl E Anderson Park Restroom Improvements,; Requested by Cheryl Meisenzahl; Project # PWFBCA; PO/RQ#: 78883-43848-;	11/3/2021	Completed	$3,942.00	$3,942.00	$0.00
2022-24	Gilmore Park Restroom Improvements; Requested by Cheryl Meisenzahl; Project # PWFBFP; PO/RQ#: 78946-43887;	11/10/2021	Completed	$3,942.00	$3,942.00	$0.00
2022-25	603 Brevard Hotel - Development plans to include Stormwater; Requested by JoAnna Zurinsky; PO/RQ#: 79087-44046;	12/16/2021	Completed	$960.00	$960.00	$0.00
2022-25.1	603 Brevard Hotel - Additional Review & Comments by Consulting Firm; Requested by JoAnna Zurinsky; PO/RQ#: 79379-44368;	3/18/2022	Completed	$960.00	$960.00	$0.00
2022-25.2	603 Brevard Hotel; Requested by JoAnna Zurinsky; PO/RQ#: 79379-1-44368; Notes: Task Order emailed to PM [DK-04/26/22]	5/5/2022	Completed	$1,280.00	$1,280.00	$0.00
2022-27	OTTERBEIN / COCOA COMMONS - BRIDGE CONDITION ASSESSMENT; Requested by Shawny Weston; PO/RQ#: 79790-44927; Notes: Emailed TO # to Shawn [DK-06/21/22] Emailed TO to PM [DK-06/28/22]	7/20/2022	Active	$6,000.00	$0.00	$6,000.00
2022-28	Riverfront Pedestrian Bridge condition Inspection; Requested by Shawny Weston Notes: Emailed Task Order #2022-28 to Shawy [DK-07/22/22] Emailed Task Order to PM [DK-07/22/22]	8/2/2022	Pending	$6,250.00	$0.00	$0.00

Contract #	RFQ-16-01-COC A2	Vendor	Mead and Hunt, Inc.	Expires	1/26/2023	$507,273.00	$398,985.52	$70,050.00

Task Order	Task Details	Approved	Status	Task Order Amt.	Paid	Encumbered

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				$0.00	$0.00	$0.00
2016-01	Florida Avenue Streetscape - CEI Services; PO/RQ#: 68621-30876; Notes: Agenda Item VIII.4 [DK-04/20/2022] PO 68621-30876, 68951-31209, 68951-31209, 69050-36498 PW08PL, CD1105, WS1506	7/26/2016	Completed	$173,800.00	$162,372.52	$0.00
2017-04	Work consists of survey,design and permitting for roadway and sidewalk improvements from Highland Ave to Peachtree Street. Work to include drainage, sidewalk improvements and roadway improvements; Project # PW17SI; PO/RQ#: 70027-32538;		Completed	$98,495.00	$88,440.00	$0.00
2017-05	Survey, design and permitting for drainage improvements in Broadmoor Acres. Work to include swales, inlets and driveway aprons. All work to be completed in conjunction with the Fiske Blvd Phase 3 Design and Engineering. (Project # PWSI17); Project #		Completed	$61,190.00	$59,200.00	$0.00
2017-06	SR501/Clearlake Road Utility Relocation; Requested by Jack Walsh; Project # WS18UR; PO/RQ#: 71618-34151; Notes: Liquidated $14,465 during final payment [DK-04/22/22]	8/31/2017	Completed	$49,440.00	$34,975.00	$0.00
2017-07	Lee Wenner Park Renovation Project/Riverfront Connector CEI Services; Project # CS14LW; PO/RQ#: 72150-35163; Notes: Liquidated $300 on final invoice for FY2018	9/22/2017	Completed	$28,140.00	$27,840.00	$0.00
2018-08	Fiske Blvd. Improvements - Water Main Upgrades; Requested by Jack Walsh; Project # WS18FB; PO/RQ#: 71688-34701;	10/11/2017	Active	$25,435.00	$22,693.56	$2,741.44
2018-08.1	Fiske Blvd. Improvements - Water Main Upgrades; Requested by Jack Walsh; Project # WS18FB; PO/RQ#: 71688-34701;	11/2/2018	Active	$3,905.00	$3,464.44	$440.56
2022-26	Fiske Blvd/ Broadmoor Acres Drainage Imp.; Requested by JoAnna Zurinsky; Project # PW175I/GR2108; PO/RQ#: 79571-44502; Notes: Emailed Task Order back to Dept for Council Approval. [DK-04/13/22]; According to FDEM regading FEMA eligibility of the DSDC	4/26/2022	Active	$66,868.00	$0.00	$66,868.00
2022-29	RD Water Quality and Resiliency; Requested by JoAnna Zurinsky Notes: Emailed Task Order to Brian [DK-08/11/22]			$0.00	$0.00	$0.00

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Original Term: 02/27/16 - 01/26/19 - Approved by Council 12/08/15, Item VIII.2
1st (24 Month) Renewal Option: 01/27/19 - 01/26/21 - Approved by Council 01/23/19, Item VIII.4
2nd & Final (24 Month) Renewal Option: 01/27/21 - 01/26/23 - Approved by Council 02/23/21, Item VIII.3

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

RFQ No. 16-01-COC (A)

This SECOND Amendment to the purchase agreement for Consulting Services for Civil Engineering Services is made and entered into as of December 9, 2020 by and between the **City of Cocoa** and **Mead & Hunt, Inc.** P.O. Drawer 290247, Port Orange, Florida 32129-0247

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 2nd and final renewal option available under the original contract documents for twenty-four (24) additional months, at the increased rates, terms, and conditions commencing on January 27, 2021 and terminating on January 26, 2023.

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

MEAD & HUNT, INC.	**CITY OF COCOA**
By: David King	By: Michael C. Blake
(Name) Printed	(Name) Printed
Vice President/Business Unit Leader	Mayor
(Title)	(Title)
Signature	Signature
12/28/2020	2/23/2021
Date	Date

CC: Carie Shealy, City Clerk
Diane Kozlak, Senior Buyer & Contracts Agent
Bryant Smith III, P.E., CFM

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2021

Standard Billing Rates

Clerical	$75.00 / hour
Registered Land Surveyor	$140.00 / hour
Technical Editor, Biologist	$112.00 / hour
Technician I, Technical Writer, Administrative Assistant	$92.00 / hour
Technician II, Surveyor - Instrument Person	$112.00 / hour
Technician III	$127.00 / hour
Technician IV	$143.00 / hour
Senior Technician	$156.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	$124.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	$153.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	$160.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	$169.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	$183.00 / hour
Senior Associates, Principal	$201.00 / hour

Expenses

Geographic Information or GPS Systems	$100.00 / day
Total Station Survey Equipment	$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.

Approved By Council
01/23/2019
Item VIII.4 (19-3)

Term Expires: 01/26/2019
Opt1 Renewal: 01/27/2019 - 01/26/2021
Opt2 Renewal: 01/27/2021 - 01/26/2023

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (A)

GENERAL CIVIL ENGINEERING SERVICES

This FIRST Amendment to the purchase agreement for **Consulting Services for General Engineering Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Mead & Hunt, Inc., PO Drawer 290247, Port Orange, Florida 32129-0247.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

MEAD & HUNT, INC.

By: David King, P.E.
(Name) Printed

Vice President/Business Unit Leader
(Title)

Signature

1/4/19
Date

CITY OF COCOA

By: Jake Williams, Jr
(Name) Printed

Mayor
(Title)

Signature

1/23/19
Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

RFQ-16-01-COC

Approved By Council: 12/08/15
Item: VIII.2
(A)

AGREEMENT FOR
GENERAL CIVIL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 27th day of January 2016, by and between the **City of Cocoa**, a Florida Municipal Corporation ("**City**"), located at 65 Stone Street, Cocoa, Florida 32922, and **Quentin L. Hampton Associates, Inc.,** a Florida corporation ("**Engineer**"), whose address is 4401 Eastport Parkway, Port Orange, Florida 32127 ("**Agreement**").

WITNESSETH:

WHEREAS, City has a need to obtain general civil engineering services 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 general civil 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 renewals. Any such extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 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 Agreement, as 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 Quentin L. Hampton Associates, a Florida 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 paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the fee schedule attached hereto as **Attachment "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase

order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services.

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 Article 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 s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, 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.

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.

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 $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

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

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 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. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." 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 Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 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 to 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 trademarks 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. In accordance with section 119.0701, Florida Statutes, Engineer agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Engineer agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Engineer also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. Engineer shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Engineer shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Engineer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Engineer does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Engineer fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Engineer's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Engineer. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Engineer's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or

others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

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

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

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement 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:

17.2 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

17.3 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

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

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

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

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

17.8 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.

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 paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice.

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; 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.

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.

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.

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 either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' 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:
Quentin L. Hampton Associates, Inc.
Attention: _____
4401 Eastport Parkway
Port Orange, Florida 32127
( ) - Phone

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.

32.0 SOVEREIGN IMMUNITY

32.1 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

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

34.1 Engineer shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and

employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed by the Engineer in the performance of the Agreement and any Task Order.

34.2 Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach and caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

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; 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 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 execution of the Agreement.

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

CITY:

CITY OF COCOA

By: _____
John A. Titkanich, Jr., AICP
City Manager

ENGINEER:

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: _____
Brad T. Blais, President

ATTEST:

By: _____
Marie Shealy, City Clerk

"Attachment A"

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
CITY OF COCOA – GENERAL CIVIL ENGINEERING
(Revised November 2015)

Position	Rate
Expert Witness	$250
Principal	$175
Project Manager	$175
Professional Engineer	$140
Engineering Intern	$100
Construction Services Supervisor	$85
Production Supervisor	$80
GIS Technician	$75
CADD Technician	$75
Grant/Funding Coordinator	$70
Federal Grant Compliance Specialist	$70
Construction Project Representative (Inspector)	$65
Sr. Administrative Supervisor	$60
Administration Support	$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer	$175
Project Administrator/Project Engineer	$140
Assistant Project Administrator/Project Engineer	$100
Senior Inspector/Senior Engineer	$85
Utility Coordinator	$85
Senior Inspection Building Structures	$85
Resident Compliance Specialist	$70
Inspector/Engineer Intern	$65
Asphalt Plant Inspector	$65
Public Information Officer	$65
Building Inspector/Electrical	$65
Contract Support Specialist	$60
Associate Contract Support Specialist	$50
Inspector's Aide	$50
Secretary/Clerk Typist	$50

Subsurface Utility Engineering (SUE) Services

Project Manager	$140
Project Coordinator	$75
Field Technician	$65
Administrative Support	$50
Vacuum Excavator	$600/day
Ground Penetrating Radar (GPR)	$150/day
Truck	$300/day

Building Code Services

Chief Building Official	$85
Fire Safety Inspector/Fire Systems Plan Review	$80
Building Plans Examiner	$75
Building Inspector	$65

Reimbursable Expenses:

Item	Fee
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies	Actual Cost
Travel	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.
4. Rates reflect non-credit card/E-payment. Convenience fee of 2% to be charged for credit card/E-pay payments.

QLH

Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 18th, 2017

City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: Agreement for General Civil Engineering Services

CONTRACT ASSIGNMENT

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017;

WHEREAS, The City of Cocoa and QLH has entered into an (Agreement) for general civil engineering services dated January 27th, 2016; and

WHEREAS, QLH wishes to assign its duties under the Agreement by written consent from the City of Cocoa; to Mead & Hunt; and

NOW, THEREFORE, effective June 30, 2017 all rights, title and interest in the Agreement between the City of Cocoa and QLH is hereby assigned and transferred to Mead &Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and conditions shall remain in full force and effect.

This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

Approved:	Approved:	Accepted:
City of Cocoa	Quentin L. Hampton Associates, Inc.	Mead &Hunt, Inc.
By:	By:	By:
Name: John A. Titkanich	Name: DAVID KING	Name: Andrew J. Platz
Title: City Manager	Title: VP/BUL	Title: President
The above person is authorized to sign for Client and bind the Client to the terms hereof.		
Date: 8/16/17	Date: 7/18/17	Date: 7/18/17

General Civil Engineering Services

others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

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

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

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Holmes Murphy Associates/CSDZ,LLC
225 South Sixth Street
STE 1900
Minneapolis MN 55402

CONTACT NAME: Allie Darling
PHONE (A/C, No, Ext): 612-322-6041 **FAX (A/C, No):**
E-MAIL ADDRESS: adarling@csdz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Travelers Property Casualty Co. America	25674
INSURER D : XL Specialty Insurance	37885
INSURER E :	
INSURER F :	

INSURED MEAHUNPC
Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562

COVERAGES **CERTIFICATE NUMBER:** 649168848 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Cont Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			6308S701301	12/1/2021	12/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			8108S688704	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP8S887858	12/1/2021	12/1/2022	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8696243 UB8S698039 UB8S699509	12/1/2021 12/1/2021 12/1/2021	12/1/2022 12/1/2022 12/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Property Professional/Pollution Liability			6308S701301 DPR9984620	12/1/2021 10/25/2021	12/1/2022 10/25/2022	Bldg/BPP: $12,825,012 Per Claim: Per Aggregate:	BI: $10,000,000 $5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When specified in written contract, the City of Cocoa is listed as Additional Insured with respect to Commercial General Liability (subject to all policy terms, limitiations, conditions and exclusions).

CERTIFICATE HOLDER

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paula A Dixon

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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c. Method Of Sharing

If all of 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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment 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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB8696243**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB8S699509**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER
INCLUDING:
WESTERN STOCK SHOW ASSOCIATION; 4655 HUMBOLDT ST; DENVER, CO 80216-2818

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB8S698039

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. INCLUDING: ONTARIO INTERNATIONAL AIRPORT AUTHORITY JOB DESCRIPTION: 1923 E. AVION A INCLUDING: ONTARIO INTERNATIONAL AIRPORT AUTHORITY JOB DESCRIPTION: 1923 E. AVION AVENUE ONTARIO, CA 91761	ARCHITECTURAL SERVICES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 12-10-20 **ST ASSIGN:**

d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

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 insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. 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.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. 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 shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and 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, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

b. Next, to us; and

c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

a. A court decision; or

b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

a. Another insurance company;

b. Us or any of our affiliated insurance companies;

c. Any risk retention group;

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Legislation Details (With Text)

File #:	22-565	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/14/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Approve Task Order 2023-28 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY23 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PROPOSAL.pdf TO-CAROLLO 2023-28 $163,464.12 - UT-Sellers.pdf RFQ-18-10-COC AGREEMENT WITH RENEWALS.pdf COI Expires 07.04.23.pdf TRACK SHEET.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2022
Agenda Date: September 27, 2022
Prepared By: Rose Hochreiter, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2023-28 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY23 Budget.

BACKGROUND:

Carollo Engineers, Inc. is the engineer of record for the Sellers Water Reclamation Plant. Staff has requested SCADA Programming support services for the VTSCADA System, LCP'S, and RTU'S on an as-needed and on-call basis. They will also provide renewal services for software licenses and support contracts at the direction of the Sellers staff. These renewals are anticipated to include XL Report Support, Micromain and Trihedral VTSCADA.

Sellers Staff is requesting City Council approval of Task Order 2023-28 with Carollo Engineers, Inc., Orlando, Florida, to maintain the Sellers Plant SCADA System; Project Management and Coordination, SCADA Programming, As Needed and Emergency on-call services and Software License Renewals.

Staff recommends approval of Task Order 2023-28 for a total of $163,646.12 with Carollo Engineers,

Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$156,121.12
Account Number	421-4120-536.31-03
Account Name	Professional Services
Amount Requested	$7,525.00
Account Number	421-4120-536.56-15
Account Name	I.T. Related Expenses
Total Budget	$163,646.12

Source of Funds: Operating Revenue

PREVIOUS ACTION:

On May 8, 2018, City Council approved RFQ-18-10-COC with Carollo Engineers, Inc. to provide engineering services for wastewater collections, treatment and disposal.

RECOMMENDED MOTION:

To Approve Task Order 2023-28 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility; Pending Approval of the FY23 Budget Enter.

TASK ORDER NO. 2023-28

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 24th day of July 2018, in connection with: Fiscal Year 2022 Jerry Sellers WRF SCADA Maintenance (PROJECT).

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) operated the Jerry Sellers Water Reclamation Facility (WRF) and various remote sites that utilize a plant SCADA system consisting of VTScada, Allen-Bradley Local Control Panels (LCPs), and Motorola MOSCAD L and ACE 3600 Remote Terminal Units (RTUs). These SCADA system components require regular maintenance and upgrades. This scope of work is to provide scheduled programming services and to provide emergency on-call remote support as deemed necessary for system maintenance.

The following is understood:

- The OWNER will provide knowledge on existing programming infrastructure and equipment using OWNER staff input and previously contracted engineers.
- The OWNER shall provide the ENGINEER with the ability to remotely access the Jerry Sellers Plant and City's SCADA system in order to provide remote and emergency services as deemed necessary.
- The ENGINEER will work with the OWNER's staff to provide a team of SCADA services that will result in increased redundancy and reliability in the services.

B. SCOPE OF WORK

Task 1 – Project Management and Coordination

ENGINEER will provide project oversight including the following:

- Project billing
- Coordination with Sellers staff to schedule regular site visits, and
- General coordination related to SCADA services under the Scope of Work

ENGINEER will coordinate with the OWNER as deemed necessary to manage and implement the services herein. This subtask includes coordination between the ENGINEER and the OWNER throughout the duration of the project for implementation of the scope of work.

Task 2 – SCADA Programming

The ENGINEER will provide SCADA system programming services for the OWNER's VTScada system, LCPs, and RTUs weekly, as described in section D of this scope of work. ENGINEER will

upper limit fee of one-hundred and sixty-three thousand, six hundred forty-six and 12/100 dollars ($163,646.12) based on the estimate provided in Attachment A.

F. TERMS AND CONDITIONS

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

G. TERMS OR PROVISIONS IN CONFLICT

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

H. EFFECTIVE DATE

This Task Order No. 2023-28 is effective as of the 1st day of October 2022.

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.

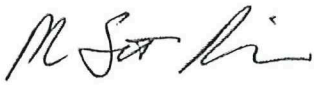
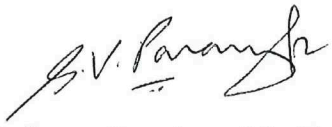
CAROLLO ENGINEERS, INC.	OWNER
By: 	By:
Scott Richards, P.E., Associate Vice President	Stockton Whitten, City Manager
By: 	
Sudhanva Paranjape, P.E., Vice President	

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee		Lead Project Professional ES VII	Senior Professional ES VIII (Project Engineer)	Admin/Clerical	Total Hours	Total Labor Cost (Not-to-Exceed)
City of Cocoa - Jerry Sellers WRF: Plant and Lift Stations Telemetry/SCADA Maintenance and Updates						
Engineering Services						
	Labor Rate	$ 204.75	$ 225.00	$ 70.96		
	TASK AND DESCRIPTION					
1	Project Management	24		12	36	$5,765.52
2	SCADA Programming		520		520	$117,000.00
3	As Needed Services		90		90	$20,250.00
	Total Hours and Labor Costs	**24**	**610**	**12**	**646**	**$143,015.52**
4	Software License Renewals					
	XL Reporter Support					$650.00
	Micromain Support					$995.00
	Triheadral VTScada Support					$4,905.00
	Software License Contingency Increase 15%					$975.00
	Total Software License Renewals					**$7,525.00**
	Travel and ODCs					$13,105.60
	Total Travel and ODCs					**$13,105.60**
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)					**$163,646.12**

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Engineering Services WW	2023-28
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 09/06/22 City Bid Number: RFQ-18-10-COC AMOUNT: $ 163,646.12

Vendor Name: Carollo Engineers, Inc. Quote/Proposal Number: 2023-28

Dept. Number/Division Name: 424-4120-536.31-03

Project Name: SCADA Maintenance Project Number: WS22SN

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 Engineers, Inc. Will provide the Sellers division the following services to maintain the Sellers plant SCADA System; 1) Project Management and coordination, 2) SCADA programming, 3) As needed and emergency on-call services, 4) Software license renewals.

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: 2023-28

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

_____ Purchasing & Contracts Division Manager

_____ City Manager (Purchases not to exceed $50K)

_____ Mayor (Purchases that exceed $50K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Original Term: 07/24/18 - 07/23/21 - Approved by Council 05/08/18, Item VIII.5
1st (12 Month) Renewal Option: 07/24/21 - 07/23/22 - Approved by Council 03/23/21, Item V.B5
2nd (12 Month) Renewal Option: 07/24/22 - 07/23/23 - Approved by Council 04/26/22, Item V.A3

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.org

CITY OF COCOA
AMENDMENT TO PURCHASE AGREEMENT
2ND AMENDMENT
CAROLLO ENGINEERS, INC.
RFQ No. 18-10-COC
ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT AND DISPOSAL SYSTEM

This SECOND AND FINAL Amendment to the Continuing Service Agreement for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems is made between the City of Cocoa and Carollo Engineers, Inc. 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

The agreement entered into on July 24, 2018, is hereby amended to renew for the second and final renewal options available for twelve (12) additional months, commencing on July 24, 2022 and terminating on July 23, 2023.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

CAROLLO ENGINEERS, INC.

By: Scott Richards
(Name) Printed

Vice President
(Title)

Signature — March 25, 2022
Date

CITY OF COCOA

By: Michael C. Blake
(Name) Printed

Mayor
(Title)

Signature — 4/26/2022
Date

Attest: Carie Shealy 4/26/2022
Carie Shealy
City Clerk, City of Cocoa

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director
Diane Kozlak, Senior Buyer & Contract Agent

Original Term: 07/24/18 - 07/23/21 - Approved by Council 05/08/18, Item VIII.5
1st (12 Month) Renewal Option: 07/24/21 - 07/23/22 - Approved by Council 03/23/21, Item V.B5
2nd (12 Month) Renewal Option: 07/24/22 - 07/23/23

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ 18-10-COC

This FIRST Amendment to the purchase agreement for **Engineering Services for Wastewater Collection, Treatment, and Disposal Systems (RFQ-18-10-COC)** is made and entered into as of March 3, 2021 by and between the **City of Cocoa** and **Carollo Engineers, Inc. 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.**

The agreement entered into on July 24, 2018, is hereby amended to renew for the 1st of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on July 24, 2021 and terminating on July 23, 2022.

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

Carollo Engineers, Inc.

By: Larry Elliott
(Name) Printed

Senior Vice President
(Title)

Larry E. Elliott March 3, 2021
Signature Date

CITY OF COCOA

By: Michael C. Blake
(Name) Printed

Mayor
(Title)

Michael C. Blake 3/23/2021
Signature Date

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director

Approved by Council 5/08/18
RFQ-18-10-COC
VIII.5 (Multi-Year)

Term: 7/24/18 - 7/23/2021
1st Renewal Opt: 7/24/21 - 7/23/22
2nd Renewal Opt: 7/24/22 - 7/23/23

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of July 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.,** a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

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

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

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

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

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

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

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

consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Wastewater System. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Engineering evaluation and design of disposal methods, supplemental wells, biosolids disposal, electrical components, SCADA and telemetry, treatment facility components and processes, expansions, and other improvements
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
3. Bidding Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting attendance/management
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required

g. Construction Management and Inspection, if required
h. Startup assistance/training

5. SCADA services and telemetry support per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include; long-term master planning and CIP development for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items like:
   a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
   b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects as a service deliverable, the Engineer has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. GIS Support
16. Materials Testing
17. Bench/Pilot testing when necessary
18. Geotechnical Investigations
19. Land Surveying/Aerial Photography
20. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
21. Grants Assistance and state/federal funding assistance

22. Miscellaneous services including public relations assistance, design review, and program management services
23. Additional services as requested

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

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

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or

any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

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

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

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

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

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

insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer

for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions

of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

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

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

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

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

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

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

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

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

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

18.0 TERMINATION

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

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

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

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay

is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

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

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and

subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold harmless the City, its officers, employees, agents, and volunteers, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

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

against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

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

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

35.3 The parties agree that, in the City's contract with the construction contractor, the Engineer shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, the Engineer shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all contract documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

By: _____

Print Name/Title: John Titkanich, Jr. City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

CAROLLO ENGINEERS, INC.

By: _____

Print Name/Title: Larry Elliott Sr Vice President

By: _____

Print Name/Title: Sudhanva V. Paranjape
Associate Vice President

EXHIBIT A

Attachment A
HOURLY RATES SCHEDULE

CAROLLO ENGINEERS INC.
ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

As requested, the following is our information regarding the personnel hourly rates for our continuing services contractor with the City of Cocoa.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$106.17	E.I.	0-2
Assistant Professional ES II	$126.00	E.I.	3-4
Professional ES III	$133.59	P.E.	5-6
Professional ES IV	$156.00	P.E.	7-8
Project Professional ES V	$161.67	P.E.	9-10
Project Professional ES VI	$181.47	P.E.	11-12
Lead Project Professional ES VII	$204.75	P.E.	13-14
Senior Professional ES VIII	$225.00	P.E.	15+
Engineering Technicians			
Technician ET I	$65.57		
Technician ET II	$75.36		
Technician ET III	$76.47		
Technician ET IV	$90.00		
Senior Technician ET V	$103.76		
Senior Technician ET VI	$112.60		
Senior Technician ET VII	$130.48		
Senior Technician ET VIII	$144.46		
Construction Inspection			
Inspector	$115.00		0-4
Resident Engineer	$165.00		5-10
Construction Manager	$190.00		11+
Office Staff			
Admin/Clerical	$70.96		
Word Processing	$90.00		
Marketing/PC	$106.84		

Notes:

1. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
2. Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

7/20/18

carollo

TRANSMITTAL

CONTINUING SERVICES AGREEMENT FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # ROS18-0120
Copies To:

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P. 407.478.4642
F. 407.478.4643

Address: City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Attention: John Walsh, P.E.

The following items are:

☐ Requested	☐ Report	☐ Cost Estimate	☐ Calculation
☒ Enclosed	☐ Test Result	☐ Check Print	☐ Other
☐ Sent Separately	☐ Specification	☐ Progress Est.	

Via: Hand Delivery

No. of Copies	Description
1	Engineer Executed Continuing Services Agreement

These data are submitted:

☐ At your request	☐ For your review	☐ For your files
☐ For your approval	☒ For your action	☐ For your information

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

Embedded Secure Document

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Continuing Service Agreement Track Sheet

RFQ-18-10-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

Department: Utlities
Task Orders Issued: 33
Start Date: 7/24/2018
End Date: 7/23/2023
Extensions 0

Total Task Orders:	$3,582,138.54
Paid:	$2,183,431.72
Encumbered:	$317,326.45

Contract # RFQ-18-10-COC Vendor Carollo Engineers Inc Expires 7/23/2023 $3,582,138.54 $2,183,431.72 $317,326.45

Task Order	Task Details	Approved	Status	Task Order Amt.	Paid	Encumbered
2018-01	Utilize Filter media to achieve supplemental removal of suspended solids from wastewater effluent.; Requested by Jack Walsh; Project # WS19BB; PO/RQ#: 73202-36991; Notes: PO 73202-36991 [DK-04/08/2022]	8/21/2018	Completed	$4,129.00	$4,129.00	$0.00
2019-02	Provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance.; Requested by Jack Walsh; PO/RQ#: 73605-37211;	9/25/2018	Completed	$125,000.00	$116,941.28	$0.00
2019-03	Computerized Maintenance Manegment System (CMMS) Update Phase III; Requested by Jack Walsh; Project # WS17CM; PO/RQ#: 74066-37656; Notes: Liquidated $2,999.43 (Final Payment) [DK-04-08-22]	9/25/2018	Completed	$99,980.00	$96,981.57	$0.00
2019-04	SCADA programming, software license renewal and as needed services; Requested by Jack Walsh; PO/RQ#: 74249-37953;	1/24/2019	Completed	$38,540.00	$38,540.00	$0.00
2019-04.1	Sellers Plant SCADA system: SCADA programming, software license renewal and as needed services; Requested by Jack Walsh; PO/RQ#: 74249-3793; Notes: Liquidated $9,651.30 (Final Payment) [DK-04/08/22]	5/8/2019	Completed	$34,346.80	$24,695.70	$0.00
2019-05	letter report summarizing the inspection of the current condition of the Cidco Tower.; Requested by Jack Walsh; Project # WS19LR; PO/RQ#: 73923-37586;	11/15/2018	Completed	$5,759.10	$5,759.10	$0.00

2019-06	Provide a letter report summarizing the owner's operations and maintenance staff input regarding their desired intent for the project.; Requested by Jack Walsh; Project # WS16SF; PO/RQ#: 73848-37511;	11/1/2018	Completed	$78,000.00	$45,370.99	$0.00
2019-07	Construction services during the repair of the Automatic Backwash Filter structure at Jerry Sellers Water Reclamation Facility located at 375 N. Cocoa Blvd., Cocoa FL 32922; Requested by Jack Walsh; Project # WS19BB; PO/RQ#: 73985-37637;	11/30/2018	Completed	$5,359.68	$5,359.68	$0.00
2019-08	The Task Order is for limited Construction Services for the Cidco Tower Rehabilitation Project by Carollo Engineers, Inc. This is a bond funded project.; Requested by Jack Walsh; Project # WS19LR; PO/RQ#: 74732-38587;	5/23/2019	Completed	$8,761.93	$5,982.23	$0.00
2019-09	Redesign and update of COM Smith's 2016 products by Carollo, including drawinqs, specifications, and calculations, and update them according to current building code and	6/26/2019	Active	$100,843.12	$100,843.12	$0.00
2019-09.1	Additional field validation and calculation work needed to confirm the influent pump station pump sizing due to a conflict between the existing design condition and the available record drawings known at the time the original task order was developed.; Requested by Jack	12/19/2019	Active	$18,885.86	$12,451.54	$6,434.32
2020-10	Provide the Sellers Division the following services to maintain the Sellers Plant SCADA system; Project Management and Sub-Consultant Coordination, SCADA Programming, As needed and Emergency On-Call Services and Software License Renewals; Requested by Katherine	11/13/2019	Completed	$105,368.45	$99,434.27	$0.00
2020-11	Professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance.; Requested by Melinda Keesee; PO/RQ#: 76292-40495;	2/26/2020	Completed	$175,810.66	$153,516.96	$0.00
2020-12	Electrical building lintel repair engineering; Requested by Frank Palmieri; Project # WS20EB; PO/RQ#: 76845-40794;	5/4/2020	Completed	$4,051.00	$4,051.00	$0.00
2020-13	Lift Station 1 Improvements; Requested by Katherine Ennis; Project # WS21LS; PO/RQ#: 76691-41002; Notes: Liquidated $72.60 per ICORF dated 06/10/2022 [DK-06/16/2022]	6/17/2020	Completed	$49,858.64	$49,786.04	$0.00
2020-14	Biosolids Master Plan; Requested by Katherine Ennis; Project # WS19BS; PO/RQ#: 76901-41330;	8/12/2020	Completed	$167,104.00	$167,104.00	$0.00

2021-15	Maintain the Sellers Plant SCADA system; Project Management and Coordination, SCADA Programming, As needed and Emergency on-call Services and Software License Renewals; Requested by Frank Palmieri; PO/RQ#: 77296-41585;	10/23/2020	Completed	$157,598.35	$135,853.78	$0.00
2021-16	SCADA Design; Requested by Frank Palmieri; Project # WS1SS; PO/RQ#: 77551-42125;	12/8/2020	Active	$97,430.00	$84,682.86	$12,747.14
2021-17	FY21 SFO Support; Requested by Melinda Keesee; PO/RQ#: 77442-41874; Notes: Balance of $94,038.65 Liquidated [DK-04/07/22]	10/13/2020	Completed	$252,859.00	$158,820.35	$0.00
2021-18	Wastewater Capital Plan; Requested by Katherine Ennis; Project # WS1210; PO/RQ#: 77676-42291;	1/12/2021	Active	$454,738.62	$454,701.48	$37.14
2021-19	As-Needed Engineering Services for Wastewater System; Requested by Katherine Ennis; PO/RQ#: 77834-42504;	2/25/2021	Active	$19,963.29	$7,982.61	$11,980.68
2022-20	Bidding services related to project to include review and respond to contractor's questions, attending pre-bid meetings, assisting in evaluation of contractor bids.; Requested by Katherine Ennis; Project # GR2102; PO/RQ#: 78265-43026;	7/1/2021	Active	$10,490.00	$7,078.00	$3,412.00
2022-21	FY22 WW Engineering Services As-Needed; Requested by Katherine Ennis; PO/RQ#: 78602-43397;	9/23/2021	Active	$19,963.29	$12,687.52	$7,275.77
2022-22	Maintain the Sellers plant SCADA system; Project Management and Coordination, SCADA Programming, As Needed and Emergency on-call services and Software License Renewals.; Requested by Frank Palmieri;	9/28/2021	Active	$163,646.12	$115,324.77	$48,321.35
2022-23	Lift Station #1 Replacement; Requested by Katherine Ennis; Project # WS1LS; PO/RQ#: 78967-43904;	11/9/2021	Active	$54,360.00	$25,898.50	$28,461.50
2022-24	Jerry Sellers WRF SCADA Network Bidding and Construction and Building Expansion Design through Construction; Requested by Frank Palmieri; PO/RQ#: 79234-44214;	1/25/2022	Active	$248,637.38	$79,891.60	$168,745.78

2022-25	SFO Engineering Support; Requested by Frank Palmieri; PO/RQ#: 79411-44446;	2/22/2022	Active	$199,474.54	$169,563.77	$29,910.77
2022-26	Internal Recycle Pump Replacement; Project # SW22IR Notes: Forwarded Task Order # 2022-26 to John Perrin [DK-06/28/2022]		Cancelled	$0.00	$0.00	$0.00
2023-27	Internal Recycle Pump Replacement; Requested by Jack Walsh; Project # SW22IR Notes: Emailed Task Order # 2023-27 to John Perrin [DK-08/19/2022] Emailed Task Order to Brian or approval [DK-08/25/2022]		Pending	$371,444.54	$0.00	$0.00
2023-28	FY23 Scada Maintenance; Requested by Frank Palmieri; Project # WS22SN Notes: Task Order 2023-28 given via phone to Frank Palmerie [DK-08/23/2022]		Pending	$163,464.12	$0.00	$0.00
2023-29	FY23 Sewer Field Operations and Division Support; Requested by Melinda Keesee Notes: Task Order # emailed to Melinda [DK-8-25-22] Task Order emailed to Brian [DK-8-26-22]		Pending	$199,394.08	$0.00	$0.00
2023-30	FY23 Engineering Division As-Needed Assistance; Requested by Katherine Ennis Notes: Task Order # 2023-30 emailed to katie [DK-08/25/2022] Task Order emailed to Brian [DK-09/12/2022]		Pending	$19,963.29	$0.00	$0.00
2023-31	Sellers WRF Permit Renewal and Substantial Modification Application; Requested by Katherine Ennis Notes: emailed Task Order # 2023-31 to Katie [DK-09/01/22] emailed Task Order to Brian [DK-09/12/22]		Pending	$126,913.68		$0.00

Legislation Details (With Text)

File #:	22-571	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	9/19/2022		**In control:**	City Council	
On agenda:	9/27/2022		**Final action:**		
Title:	Approve the 2nd Amendment CentralSquare Solutions Agreement to execute the Optional Term 3 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications. Allow the City Manager to approve the Purchase Order, Pending the Adoption of the FY23 Budget. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2nd Amendment Renewal Superion, LLC.pdf 20-634 - Cocoa FL CentralSquare Solutions Agreement Renewal Q-27479 R 9.18.20.pdf Superion ASP Order Executed.pdf Superion Standard Terms.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2022
Agenda Date: September 27, 2022
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve the 2nd Amendment CentralSquare Solutions Agreement to execute the Optional Term 3 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications. Allow the City Manager to approve the Purchase Order, Pending the Adoption of the FY23 Budget.

BACKGROUND:

The City of Cocoa is currently utilizing CentralSquare Technologies NaviLine Public Administration Applications as its Enterprise Resource Planning/Business Management software platform. This software provides an integrated solution for our core business processes to include finance, human resources, utility billing, purchasing, work orders, and alternative software integration. The current agreement with CentralSquare Technologies is set to expire on September 30, 2022 and has an option for FY2023. By mutual agreement, the City and CentralSquare can renew the agreement upon expiration of this initial term. All terms and conditions within the initial agreement will remain in effect. The City of Cocoa has utilized SunGard Public Sector software since 1994.

The renewal amendment includes a 5% increase of the current monthly access fee. The new fee will be $24,478.74 per month ($293,744.83 per year). The renewal will begin October 1, 2022 and will

continue for a period of one (1) year.

STRATEGIC PLAN CONNECTION:

Enterprise Resource Planning (ERP) software programs are critical to achieve fiscal sustainability through enhancements in processes, customer service, productivity, and transparency.

BUDGETARY IMPACT:

FY	Amount	Account Number
2023	$293,745	001-1203-516.34-00

PREVIOUS ACTION:

The current CentralSquare Solutions Agreement was approved by the City Council on September 23, 2020.

RECOMMENDED MOTION:

Approve the 2nd Amendment CentralSquare Solutions Agreement to execute the Optional Term 3 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications. Allow the City Manager to approve the Purchase Order, Pending the Adoption of the FY23 Budget.

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City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT
CentralSquare Solutions Agreement

This SECOND Amendment to the purchase agreement for CentralSquare Application Service Provider Services is made and entered into as of August 4, 2021, by and between the **City of Cocoa** and **Superion, LLC 1000 Business Center Drive, Lake Mary, FL 32746.**

The agreement entered into on October 1, 2020, is hereby amended to renew for the 2nd of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on October 1, 2022, and terminating on September 30, 2023.

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

SUPERION, LLC	**CITY OF COCOA**
By: _____	**By:** Michael C. Blake
(Name) Printed	(Name) Printed
_____	Mayor
(Title)	(Title)
_____	_____
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Robert Beach, MSIT, MBA, CGCIO, Chief Technology Officer
Brian Dale, Purchasing Manager

CentralSquare Solutions Agreement

This Solutions Agreement is entered into under the terms and conditions of the **Superion, LLC** Application Service Provider Agreement dated August 22, 2017 (Agreement), between Superion, LLC (Superion) a CentralSquare Company and **City of Cocoa, FL** (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

Superion, LLC	City of Cocoa
1000 Business Center Dr. Lake Mary, FL 32746	65 Stone St. Cocoa, Fl 32922
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. **Solution: Public Administration**
2. **Term.**
   - 2.1. Initial Term. The Initial Term of this Agreement commences October 1, 2020 and will continue in effect for one (1) year with two (2) optional terms unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**"). **Note:** Initial Term for Code Enforcement shall be effective July 1, 2020.
   - 2.2. Renewal Term. Upon expiration of the Initial Term set forth above the services may be renewed by written Agreement of the parties and Customer pays the then current Monthly Access Fees, increase shall not exceed five (5%) percent above previous year's rate.
   - 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.
3. **Fees**. In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms below:

Term	Access Fees	Monthly Access Fees
Pro-Rate Code Enforcement July 1, 2020 - Sept. 30, 2020	$ 759.00	$ 253.00
October 1, 2020 - September 30, 2021	$ 266,435.22	$ 22,202.94
Optional Term 2 October 1, 2021 - September 30, 2022	$ 279,756.98	$ 23,313.08
Optional Term 3 October 1, 2022 - September 30, 2023	$ 293,744.83	$ 24,478.74

	Applications and/or Services	Annual Access Fee	Monthly Access Fee
Existing Products (Currently Licensed)	FIRES Prevention System, Payroll/Personnel, FIRES Resource Activity Tracking, PURCHASING INVENTORY, Asset Management II – LF, Delinquency Call Out Listing Interface, Rec Trac Interface to Cash Receipts, Time Keeping Interface, ACOM - Document Design for A/P, ACOM-EZPayManger, ACOM-Direct Deposit, ACOM-Payroll, Procurement Card Tracking, m.Building Inspections, m.Mobile User License, Mobile Server Framework, m.Code Enforcement, Cognos BI: Base Bundle Multi Data Source, Contact Management, Cognos BI: Cafe (Analysis for Excel), Customer Information Systems, FUSION, WorkOrders/Fac Mgmt., Web Enablement, Imaging Interface – CIS, Human Resources, Accounts Receivable, FIRES Incident, Cash Receipts, FIRES Management, GMBA w/Extended Reporting, RecTrac I/F to GMBA, Imaging I/F – Financials, Imaging Interface - Community Development, Building Permits, Edge for NaviLine, Edge User Interface for NaviLine, Occupational Licenses, Planning/Engineering, Land/Parcel Management, OnePoint e-Check, OnePoint Point of Sale, Document Management Services, User Interface, Click2Gov3 Core, Click2Gov3 Applicants, Click2Gov3 Building Permits, Click2Gov3 Business Licenses, Click2Gov3 Employee Self Service, Click2Gov3 Planning & Engineering	$263,399.22	$ 21,949.94
New Products	NaviLine Code Enforcement	$ 3,036.00	$ 253.00
Retrofit Modifications	20 Mods	Included in Annual Access Fee	Included in Monthly Access Fees
Horizon Cloud Services	Hardware and software will be hosted and managed by Superion. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for Superion applications.	Included in Annual Access Fee	Included in Monthly Access Fees
NaviLine Test Environment	2 refreshes per year; $600 per additional refresh.	Included in Annual Access Fee	Included in Monthly Access Fees
	Total Proposed System:	**$266,435.22**	**$ 22,202.94**

PAYMENT TERMS:

RECURRING FEES

a. The Monthly Access Fees are due per the schedule listed above.
Note: Code Enforcement billing starts July 1, 2020.

ANCILLARY FEES

b. Reimbursement of travel and living expenses will be governed by Exhibit 1 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within forty-five (45) days from date of invoice.

c. Taxes. To the extent required by law, Customer is responsible for paying all taxes on services and products provided to Customer by CentralSquare pursuant to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare with a valid tax exemption certificate; otherwise, absent such proof of Customer's direct payment of such tax amounts to the applicable taxing authority, CentralSquare will invoice Customer for and Customer will pay to CentralSquare all such tax amounts.

d. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare 's then-current list price rates for the services at issue.

4. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

EXHIBIT 1

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

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ASP Order

By the signatures of their duly authorized representatives below, the Superion, LLC as successors in interest to SunGard Public Sector LLC entity identified below ("**Superion**") and the customer identified below ("**Customer**"), intending to be legally bound, agree to all of the provisions of this Order (the "**Order**"), and agree that this Order represents a separate contract between such SunGard entity and Customer, with an order execution date of the latest date shown on the signature page below (**"Order Execution Date"**) and order effective date of October 1, 2017 ("**Order Effective Date**"). This Order incorporates and is governed by all of the terms of the Superion Standard Terms and Conditions version 2016 January, to be attached hereto as Exhibit 3 ("SST") as if the entity was "Superion" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

Superion, LLC	**City of Cocoa**
1000 Business Center Dr. Lake Mary, FL 32746	65 Stone Street Cocoa, FL 32922
By: Lisa Neumann	By:
Print Name: Lisa Neumann	Print Name: John A. Titkanich, Jr., AICP, ICMA-CM
Print Title: Controller	Print Title: City Manager
Date Signed: August 8, 2017	Date Signed: 8/22/2017

SUPERION ORDER # 1262LG – 170021-1

SOLUTION AND RELATED INFORMATION

1. **SOLUTION: Superion NaviLine Public Administration applications identified in Exhibit 1.**

2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, Superion may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.

3. **DOCUMENTATION:** Superion's standard user manuals for the Solution listed above.

4. **INITIAL TERM:** Thirty-six (36) months commencing on the Order Effective Date of October 1, 2017.

   RENEWAL RIGHTS: Upon expiration of the Initial Term set forth above the services may be renewed by written agreement of the parties and Customer pays the then current Monthly Access Fee, increase not to exceed five (5) percent above previous year's rate.

5. **SCOPE OF USE**

   a. **DESIGNATED LOCATION(s):** Customer's offices in Cocoa, FL. Customer's Authorized Users may access the Solution from anywhere in the United States, subject always to the Export Laws and the total number of Authorized Users licensed hereunder.

6. **FEES**

   A. ANNUAL ACCESS FEES: SEE EXHIBIT 1

   a. ADDITIONAL AUTHORIZED USERS FEES: Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at

any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide Superion with advance written notice and Superion may increase the Access Fee payable under this Order accordingly.

b. OTHER FEES: If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall provide, at minimum, 30 days' advanced notice of the need to procure such additional hardware. Superion and Customer shall further negotiate any additional hardware purchases and the allocation of this expense.

B. PROFESSIONAL SERVICES FEES– SEE COST SUMMARY - EXHIBIT 1

C. THIRD PARTY PRODUCTS FEES: SEE COST SUMMARY - EXHIBIT 1

7. **THE LIABILITY CAP:** Superion's liability in connection with the application services, the software, any consulting services, or any other matter relating to this Agreement will not exceed one million and zero/100's dollars ($1,000,000.00). This liability limitation shall not apply to the intellectual property and general indemnities provided by Superion pursuant to the SST.

8. **PAYMENT TERMS:**

a. The Annual Access Fee is due upon the Order Effective Date and annually thereafter on the anniversary date thereof.

b. Professional Services Fees are due as follows: 100% on the Execution Date.

c. Third Party Products Services Fees are due as follows: 100% on the Execution Date.

d. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superion Corporate Travel Expense Guidelines attached hereto as Exhibit 2.

9. **ADDRESSES**

a. CUSTOMER ADDRESS FOR INVOICES: 65 Stone St., Cocoa, Fl 32922

b. CUSTOMER ADDRESS FOR NOTICES: 65 Stone St., Cocoa, Fl 32922

c. CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT: 65 Stone St., Cocoa, FL 32922

d. SUPERION'S ADDRESS FOR NOTICES:

Superion, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. **OTHER TERMS:**

a. Customer shall procure the Specified Configuration set forth in Annex 1 in accordance with Section 2 of the SST.

b. Superion shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.

c. Superion shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by Superion for the upgrade of any customizations to the Solution made by Superion at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.

d. As and when Customer is required to upgrade to a new release, Superion shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to Superion any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by Superion. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors where reported and the date that Superion has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.

e. If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall provide, at minimum, 30 days' advanced notice of the need to procure such additional hardware. Superion and Customer shall further negotiate any additional hardware purchases and the allocation of this expense.

f. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the Superion Systems Change Request (SCR) form which will be prepared for the Customer by the Superion Conversion Team Manager. There will be a Two Hundred Fifty dollar ($250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. Superion will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data must be given to Superion in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to Superion along with this Order.

g. If after the expiration of the term of this Order Customer converts to a different vendor's applications, Superion will provide, upon payment of Superion's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in Superion's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, Superion shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by Superion for such services.

11. OTHER TERMS APPLICABLE TO THIS ORDER: (If applicable)

- **COGNOS THIRD PARTY PRODUCTS SUPPLEMENT**
- **SUPPORT STANDARDS SUPPLEMENT**
- **SUPERION TRAVEL EXPENSE GUIDELINES (EXHIBIT 2)**
- **SUPERION STANDARD TERMS AND CONDITIONS - (EXHIBIT 3)**
- **ANNEX 1 – SPECIFIED CONFIGURATION**
- **ANNEX 2 – SOLUTION AVAILABILITY AND SUPPORT**

EXHIBIT 1 – ACCESS AND SERVICES FEES

A. ACCESS FEES – INITIAL TERM

Term	Monthly Access Fees
October 1, 2017 - September 30, 2018	$ 21,253.50
October 1, 2018 - September 30, 2019	$ 21,466.04
October 1, 2019 - September 30, 2020	$ 21,680.70

Notwithstanding, Customer shall be responsible for all payments and Monthly Access Fees due for the Months of March 1, 2017 through September 30, 2017 for a total of $148,774.50 which shall be due upon execution of this Order Form. Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by Superion in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. OTHER FEES - COST SUMMARY (Professional Service Fees, Monthly Access Fees)

	Applications and/or Services	Professional Services Fees	Monthly Access Fees
Existing Products (Currently Licensed)	GMBA with Extended Reporting - (GM), Purchasing/Inventory - (PI), Payroll/Personnel - (PR), Cash Receipts - (CR), Accounts Receivable - (MR), Asset Management II - (A2), Human Resources - (HR), Procurement Card Tracking Module - (PC), Work Orders/Facilities Management - (WF), Land/Parcel Management -(LX), Building Permits - (BP), Business Licenses - (OL), Planning & Engineering - (PZ), NaviLine m.Mobile User License - (M8), NaviLine m.Building Inspections - (M5), NaviLine m.Code Enforcement - (M7), Customer Information Systems - (CX), Contact Management - (CZ), Fires Management - (FI), Fires Incident - (FI), Fires Prevention System - (FP), Fires Resource Activity Tracking - (FR), Click2Gov Core Module - (K1), Click2Gov Building Permits - (K3), Click2Gov Business Licenses - (K6), Click2Gov Planning & Engineering - (K7), Click2Gov Applicants - (KA), Click2Gov Employee Self Service - (KI), OnePoint Point-of-Sale - (KL), OnePoint eCheck,OnePoint Credit Card Activation, Document Management Services - (DX), Delinquency Call Out Listing Interface - (DL), Imaging Interface for CIS - (IU), Imaging Interface Financials - (IE), Imaging Interface Community - (IL), Rec Trac Interface to GM - (VG), Rec Trac Interface CR - (VI), Time Keeping Interface -(TC), Web Enablement - (WB), SPS FUSION - (FUSION-NL-UTIL), Qrep Catalogs: GM, PI, PR, CR, MR, A2, HR, PC, WF, LX, BP, OL, PZ, CX, CZ, FR, FS, FI, FP, KA - (CJ)	N/A	$ 21,253.50
Terminating Naviline Products	Click2Gov Customer Information System - K2, IVR Credit Card Interface - CY, Code Enforcement - CE, Click2Gov Code Enforcement - K0, QRep Catalog (CE)-CJ	N/A	N/A
Existing 3rd Party Products (Currently Licensed)	QRep Admin (1) - (CG-Admin), QRep End User (20) - (CG), ACOM Software and Annual Maintenance to include EZPayManager, Document Design for AP, Payroll, Direct Deposit, Mobile Server Framework - (M0), Cognos BI: Base Bundle Multi-Data Source-(BICOREMDS), Cognos BI: Café (Analysis for Excel)- (COGNOS-C)	N/A	Included in Monthly Access Fee
Retrofit Maintenance	20 Objects @ $100 per object or $2000 per year	N/A	Included in Monthly Access Fee
New Products (Not currently Licensed)	NaviLine EDGE User Interface - (UN)	Included in Professional Services Fee	Included in Monthly Access Fee
New 3rd Party Products (Not currently Licensed)	NaviLine EDGE - (UL)	Included in Professional Services Fee	Included in Monthly Access Fee
Hardware Allocation	Click2Gov Hardware and Software will be hosted and managed by Superion. Site to Site VPN option to include management and configuration of VPN tunnel.	N/A	Included in Monthly Access Fee
Services	Setup, Implementation, HELP Card, Disaster Recovery Plan for Superion applications	N/A	Included in Monthly Access Fee
Professional Services	NaviLine EDGE Project Management - $1280 NaviLine EDGE Training - $2560	$ 3,840.00	N/A
Professional Services	Optimization Process Review (one product suite annually)	No Charge	N/A
	Total Proposed System:	**$ 3,840.00**	**$ 21,253.50**

Terminated NaviLine Programs: The Customer is terminating the Click2Gov Customer Information System (K2) and the IVR Credit Card Interface (CY), Code Enforcement (CE), Click2Gov Code Enforcement (K0) and QRep Catalog for CE. Customer agrees to destroy or return the Terminated Programs to Superion.

Eash party hereby releases, acquits and discharges the other party of and from any and all claims, debts, demands, rights of indemnification, and causes of action of whatsoever nature, whether in contract or otherwise, whether arising under or by virtue of any statute or regulation, whether known or unknown, suspect or unsuspected, or whether having arisen or hereafter to arise for any losses or damages of which have accrued or may ever hereafter accrue to the other party, arising out of or on account of the Terminated Program.

Neither the fact of compromise, settlement and release, nor the payment, acceptance, or relinquishment of any consideration hereunder or under the Agreement, nor the execution of this Order shall be construed or taken in any way as an admission of fault, liability or responsibility on the part of Superion and Customer, including its employees and agents, agree to so state in any communications, characterizations, and/or dissemination concerning this matter with any third party other than its attorne

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EXHIBIT 2

SUPERION TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to $125 per night. If, depending on the city, reasonable accommodations cannot be secured for $125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

Effective

$57.00 per day Standard Per Diem

$11.40 – Breakfast

$14.25 – Lunch

$31.35 – Dinner

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EXHIBIT 3

SUPERION STANDARD TERMS AND CONDITIONS

Superion Standard Terms and Conditions version 2016 January (10 pages in total) are inserted immediately following this Cover Page.

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ANNEX 1 - SPECIFIED CONFIGURATION

Hardware. Customer is responsible for providing the DMS server. The DMS server is owned by Customer and shall reside at Customers site for ease of management. The Click2Gov Server shall reside at a Superion data center. The Click2Gov Server is owned by Superion and is not the property of the Customer. The VPN Concentrator Option includes a router, which will be provided by Superion to Customer. The router is, and shall remain, the property of Superion.

ANNEX 2 - SOLUTION AVAILABILITY AND SUPPORT

1. Superion's Responsibilities

Superion undertakes all responsibilities as outlined under Parts 1 and 2 of this Annex 2.

2. Customer Responsibilities

Superion will not be liable for a failure to perform its responsibilities under this Annex 2 to the extent such failure is directly caused by the Customer not complying with its obligations under this Agreement.

A. Customer will designate named contacts for contacting support. These named contacts will have undertaken specific training under the supervision of Superion in order to log faults and interact with support services.

B. Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including modifying processes. Customer agrees to cooperate with such requests, if reasonable.

C. Customer is responsible for the training and organization of its staff.

D. Superion is not required to provide any services relating to problems arising out of any alterations of or additions to the Solution performed or authorized by parties other than Superion (including its contractors, or third parties under Superion's control). The Solution does not include development work on software not licensed from Superion or development work for enhancements or features that are outside the documented functionality of the Solution except such work described in Exhibit 1. Customer may request consulting and development work from Superion as a separate billable service.

E. Customer will appoint a vendor liaison manager who will be Customer's primary contact with Superion on all commercial matters related to the Solution.

3. Disagreement procedure

In case the parties are in disagreement as to whether Superion has fulfilled its obligations under this ASP Order the parties shall use all reasonable efforts to amicably settle such dispute within five (5) working days. If the disagreement remains following such five working day period, the parties shall escalate the problem to the following representatives for the respective company to resolve the dispute:

Superion: The process for escalation shall be:

Superion: Director of Operations (first level);
VP of Services (escalation – 1st level);
General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute under this Annex 2, the parties have a duty to continue fulfilling all their other obligations under this Agreement.

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PART 1 – SERVICE LEVEL COMMITMENT AND ASP PROCEDURES

Hosted Standards Sheet

Service Level Commitments

The following Service Level commitments apply to the Customer's production systems. This does not include testing or training systems.

A. Availability

1. *SERVICE LEVELS FOR THE APPLICATION SERVICES*

Superion shall provide access to the Solution (the "Application Services") in accordance with the following service level commitment provisions.

1. **Overall System Availability**

1.1 **Target.** In each Service Period, the target for availability of the Application Services is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Application Services, excluding scheduled and emergency maintenance times. Superion will notify the Customer of all such maintenance windows.

1.2 **System Backups.**

- Daily data backups would begin at 12 a.m. (Customer local time) Monday through Saturday. These backups consist of all objects that have been changed since the last full backup, which includes customer data. Retention of backups: daily backups – 2 weeks; weekly backups – 5 weeks; monthly backups – 1 year; yearly backups – 3 years. The system will be available during the daily backup.
- Weekly system backups will begin on Sunday at 12 a.m. (Customer local time). At this time a full system backup will be performed. These backups consist of all objects on the system, including the OS, customer data, program files, source files, and other necessary Customer data.
- All backups are saved to a backup appliance and continuously replicated to an off-site Superion Cloud Solutions data center

1.3 Measurement. Service availability is measured as the total time that the Application Services are available during each Service Period for access by Customer ("Service Availability"). Unless otherwise specified, the measurement period for Service Availability is each Service Period and Service Availability shall be calculated at the end of each Service Period. Service Availability measurement shall be applied to the production environment and the points of measurement for all Application Services monitoring shall be the servers and the Internet connections at Superion's hosted environment.

If Superion's monitoring tool for Service Availability indicates that the Availability Target was not met or otherwise indicates that the Service Availability was lower than anticipated but Superion can otherwise show, by reasonable evidence and supporting documentation, the actual Service Availability was in fact different, then the Service Availability indicated by such other evidence and supporting documentation shall apply for the purposes of this Part 1 – Service Level Commitment and ASP Procedures.

1.4 **Calculation**. The standard Actual Service Availability in the relevant Service Period will be calculated on a monthly basis using the following calculation:

Total number of minutes available during the monthly Service Period less the total amount of minutes in which Customer does not receive the services, excluding events covered under Section G, "Exceptions." The resulting figure is divided by the total number of

minutes available during the monthly Service Period excluding events covered under Section G "Exceptions" to calculate the Actual Service Availability in the relevant Service Period.

Service Availability Targets are subject to change monthly. In an average 30 day month, the Service Availability Target of 99.9% provides 43 minutes, 12 seconds of potential downtime.

1.5 **Remedy**. If following the target measurement at the end of each Service Period, the Availability Target is not met with the result that the Customer's use of the Application Services is severely interrupted then the Customer shall be entitled to a credit calculated as follows:

Actual Service Availability in the Relevant Service Period	Percentage Reduction in Monthly Fee Payable by Customer in the Immediately Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	50%

If during the term of this Order, Superion fails to meet the service level commitment targets specified above, the Customer's sole and exclusive remedy in relation to such failure shall be the applicable credits specified. In no event shall Superion be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following invoice due to the Customer. Superion will utilize monitoring software to track and report actual service availability in the relevant service period. If the actual service availability during the relevant service period does not achieve the Availability Target, Superion will automatically apply a service credit per the specifications above. However, any credit entitlement that is not reported by Superion, must be requested by the Customer within six (6) months of its availability shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) Superion's failure to meet the relevant service level commitment. In no event will credits due in any given month exceed fifty percent (50%) of that month's fees. Customer shall not be entitled to offset any monthly Application Services fee payments nor withhold fee payments on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The amount of any unused credit shall be paid in cash to Customer upon termination of the Agreement.

Superion will provide reporting, as provided in Section F, showing performance and monthly service levels.

B. Server Performance

Superion shall provide sufficient server capacity for the duration of this Order to meet the reasonable performance requirements of the number of concurrent system users provided for in this Order.

Superion shall provide hardware resources sized for the number of users and software modules licensed in the Order Form Exhibit 1. If the Customer requests, at some later date to add additional software modules, increase user licenses, and/or request additional environments, the hardware and third party software requirements of such additions will be evaluated. If additional resources are required to support such modifications, additional fees may apply.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g., hardware, software, people, data communications link, etc.), Superion and the Customer will confer on the matter until a mutually agreeable solution is identified.

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time. "In network" is defined as any point between which the data packet enters the Superion environment and subsequently departs the Superion environment. Any point of communications outside of the Superion protected network environment, shall be deemed as "out of network."
Superion is not responsible for Internet connectivity and/or performance outside the internal Superion host site infrastructure.

C. Server Performance Stress Test

At the request of the Customer, Superion will coordinate a performance stress test with the Customer at an agreed upon time during implementation and, upon request, after go-live. Superion will work with the Customer to identify critical application screens to benchmark during the performance stress test and coordinate with the Customer to create an accurate test scenario with the Customer's End Users. Customer agrees to provide the resources necessary to simulate the desired load. Superion agrees to monitor and provide reports showing system utilization. Upon completion of the performance stress test, Superion and the Customer will mutually agree to the performance benchmarks for the identified critical screens taking into consideration Internet latency, End User workstations limitations, and the Customer's Local Area Network.

D. Scheduled and Emergency Maintenance for Application Services

Scheduled maintenance

System maintenance

Superion will provide all necessary hosted systems and network maintenance as deemed appropriate and necessary by Superion. All necessary maintenance will be completed outside of the Customer's standard business hours of operation, unless requested by Customer.

Superion application maintenance and upgrades

Software maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

E. Incident Response

Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of Customer connectivity to all of the Application Services or (b) results in loss, corruption or damage to Customer's Data.
2	Critical	An Incident that has an adverse material impact on the performance of the Application Services or materially restricts Customer's use of the Managed IT Services as part of Customer's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the Application Services but a fault exists in the Managed IT Services that restricts Customer's use of the Managed IT Services.

4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Application Services.

Superion will make commercially reasonable efforts to respond to Application Services incidents for live production systems using the following guidelines:

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

Measurement. Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

Superion will make every effort to meet the response times detailed above. The customer may, at their discretion, escalate as follows for any reason and at any time.

The escalation process will be as follows:

Escalation Level 1 – Support Manager – Manager On Call – 800-695-6915 option 1,7
Escalation Level 2 – Account Manager – 800-727-8088
Escalation Level 3 – Director of Product Support – 800-727-8088
Escalation Level 4 – Chief Operations Officer – 800-727-8088
Escalation Level 5 – Chief Executive Officer – 800-727-8088

F. Reporting

Superion shall measure its performance against the performance metrics as set forth herein and shall provide a report of such performance on a monthly basis. Such report(s) shall be delivered via an agreed upon method and within ten (10) days following the end of the applicable monthly measurement period. Superion will schedule a performance review with the Customer upon request.

G. Exceptions.

Notwithstanding anything herein, Superion shall not be responsible for failure to carry out any of its obligations under this Part 1 – Service Level Commitment and ASP Procedures.(including liability to apply any credit for any failure to meet a service level commitment target) if the failure is caused by:

(a) scheduled downtime in order to carry out maintenance or suspensions in the Application Services that Customer has been notified of in advance that occurs outside of Normal Business Hours provided that in event of any critical or urgent system issue that does not reasonably permit advance notice to Customer, Superion shall provide notice as and when commercially reasonable with respect to such urgent issue, or as otherwise reasonably agreed between Customer and Superion. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time;
(b) adverse impact due to the defectiveness of the Customer's environment or Customer' systems or due to Customer data supplied to the Application Services;

(c) adverse impact as a result of denial of reasonable access by Superion personnel to relevant portion of Customer's systems or premises that prevents Superion from addressing and provided that no other commercially reasonable method is available to attain such information;
(d) adverse impact due to material changes made to the usage of the Application Services by Customer where Superion has not agreed to such changes in advance and in writing;
(e) adverse impact due to the modification or alteration in any way by Customer or its subcontractors of communications links necessary to the proper performance of the Application Services;
(f) a force majeure event, or the negligence or intentional acts or omissions of Customer or its agents.

H. ASP Procedures

A. Incident Resolution

Performance targets vary due to issue complexity and priority. For critical requests, Superion provides a continuous resolution effort until the issue is resolved.

B. Service Requests

Service requests are new requests that will take less than 8 hours to accomplish. The Superion Cloud Solutions management team will perform the prioritization for these requests. There will be a targeted resolution goal of up to five (5) days with extra time being allowed if equipment or software needs to be ordered or multiple products have to be analyzed. However, more complex requests may take longer to complete. Any new service requests requiring more than 8 hours to accomplish may constitute a project and must be scheduled.

C. Test/Training Environments

Superion will make commercially reasonable efforts to provide test/training environments during Customer business hours. For avoidance of doubt, the aforementioned test/training environments are not included under the SLA metrics period(s) hereunder.

Scheduled Maintenance

System maintenance

Superion will provide all necessary hosted systems and network maintenance for test/training environments as deemed appropriate and necessary by Superion Cloud Solutions. All necessary maintenance will be scheduled with the Customer and may be completed during business hours.

Superion application maintenance and upgrades

Software maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by Superion Cloud Solutions management Emergency maintenance performed without prior notification will be included as downtime in the monthly Actual Service Availability calculation only in cases where an error or omission on the part of Superion is determined to be the reason for the outage.

Incidents and service requests.

Test/training environment incidents will be considered priority 3 and priority 4 incidents and handled as such. Service requests will be prioritized and scheduled similar to production service requests.

Test/training environment refreshes

Test/training environment refreshes will be provided in accordance with the terms of this Order, which indicates the number of refreshes provided in a calendar year. Upon written receipt of a Customer's refresh request, Superion will schedule and complete the refresh within 4 weeks of the request.

I. Responsibility Summary Matrix

Responsibility Summary Matrix		
Description	Superion Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superion's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Software Applications		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Software Applications		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X

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PART 2 – ERROR CORRECTION

1. Superion shall provide to Customer, during Superion's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution (the "Release"), as applicable.

2. Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by Customer in accordance with this Order. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist Superion in its efforts to diagnose, reproduce and correct the error. These support services shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Order, including remote access to the Specified Configuration.

3. Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.

Support Standards

I. Support Hours: Hours During Which Superion's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to Superion's help desk by means of: (i) Superion's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superion's then-current policies and procedures for submitting such communications.

With respect to Superion's support obligations, Superion will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superion "Telephone Support" hour occurring after Superion's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning Superion's Solution is not performing a process that has caused a complete work stoppage.	Superion has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superion has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superion has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning Superion's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superion has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superion has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superion's support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant.*

Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superion staff and each session participant.

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COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to Superion by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit 1.

2. Ownership. Cognos owns the Cognos Component Systems.

3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:

(a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the Superion Licensed Software.

(b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by Superion under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;

(c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;

(d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;

(e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit 1; and

(f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit 1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit 1.

(g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

Version 2016, January

Superion Standard Terms

These Superion Standard Terms ("**SST**") may be incorporated into one or more orders referencing these SST (each, an "**Order**"). Each Order, together with these SST, shall form a separate agreement (this "**Agreement**"), by and between the Person identified on the Order ("**Customer**") and the Superion company identified on the Order ("**Superion**"), applicable to the proprietary solution identified on the Order (the "**Solution**"), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superion entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("**Order Execution Date**").

1. Scope. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer. Notwithstanding this Section 1, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "**Specified Configuration**") and for updating the Specified Configuration in accordance with Superion's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superion to complete the professional services described in Section 6. Superion is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to Superion the fees stated in the Order, in accordance with the payment terms stated on the Order. Superion shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within Forty-five (45) days after the invoice date. A late payment fee at the rate of 1% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past the due date above and unpaid by Customer to Superion, except for Disputed Amounts. Superion may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order.

3.2. Taxes. To the extent required by law, Customer is responsible for paying all taxes on services and products provided to Customer by Superion pursuant to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion with a valid tax exemption certificate; otherwise, absent such proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superion will invoice Customer for and Customer will pay to Superion all such tax amounts.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to Superion, within forty-five (45) days after Superion makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superion may have, Superion may, in its sole discretion and with at least fourteen (14) business days' further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superion shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. Superion shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. (a) Superion shall fully indemnify, defend and hold Customer harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that Customer incurs because of any and all claims that use of a Solution infringes upon (i) any United States copyright or (ii) any trade secret or other proprietary right of any Person (collectively, "**IP Rights**"). Superion shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superion within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superion of its liability and obligations under this Section 4.2 only to the extent that Superion is prejudiced by such later notice) and allows Superion to have sole and reasonable control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Solution is, or in Superion's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Superion, at its sole option and expense, shall provide the Customer, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

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

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

(c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superion for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by

Customer to Superion with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

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

The indemnification provided above shall obligate Superion to defend at its own expense or to provide for such defense, at the option of the Customer, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Customer or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the Customer shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code (**"Harmful Code"**) and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

4.4. Exclusion for Unauthorized Actions. Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

4.7. Superion's liability in connection with any matter relating to this Agreement will not exceed One Million and Zero/100 Dollars ($1,000,000.00). THE LIABILITY LIMITATIONS SET FORTH IN THIS SUBPARAGRAPH DO NO APPLY TO THE INTELLECTUAL PROPERTY AND GENERAL INDEMNITIES PROVIDED BY SUPERION PURSUANT TO PARAGRAPH 4.2 OF THIS AGREEMENT.

4.8. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION'S BREACH OF SECTION 5.

4.9. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of

all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and

3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.10. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.11. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superion. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superion shall have no liability relating to such Open Source Software; provided, however, that Superion shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superion's ongoing support obligations as set forth in Section 8.5 and 9.3 of this Agreement.

4.12. Open Negotiation. Customer and Superion have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.13. Title and Risk of Loss. In no event will Superion be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.14. Disclaimer. Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 Other Limitations. The warranties made by Superion in this Agreement, and the obligations of Superion under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superion and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order or this Agreement, and except to the extent required by Chapter 119, Florida Statutes, Superion shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. Subject to Chapter 119, Florida Statutes, the party receiving Confidential Information (**"Receiving Party"**) of the other (**"Disclosing Party"**) shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a

reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security. Subject to Chapter 119, Florida Statutes:

(a) Superion will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.

(b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

(c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superion in the Solution and Documentation, and disclaim any liability or responsibility of Superion with respect to such Third Party Users. Notwithstanding this section 5.2, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

5.3. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then: (i) Customer shall be the data controller (where **"data controller"** means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where **"data processor"** means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and (iii) Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken. To the extent Superion is deemed to be a third-party agent under Section 501.171, Florida Statutes, Superion shall notify the Customer as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data held on Customer's behalf. Further, Superion shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data held on Customer's behalf as provided in Section 501.171, Florida Statutes. Superion shall also at its own cost implement measures deemed appropriate by the Customer to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. Superion shall cause each of its subcontractors having access to Customer Data to comply with the provisions of this Section.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of Superion or its licensors, having great commercial value to Superion or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superion or its licensors, even with respect to such items that were created by Superion specifically for or on behalf of Customer. Superion and its Affiliates may freely use Feedback without attribution or the need for Superion, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement. Notwithstanding this section 5.4, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superion; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor,

consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise. Notwithstanding this section 5.5, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions hereunder. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Solution to be used by, or disclose all or any part of the Solution to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Solution by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Solution.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services.

6.2. Professional Services Fees. Customer shall pay to Superion the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superion's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse Superion for reasonable travel, living and other out-of-pocket expenses incurred by Superion personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superion. Reimbursable expenses shall be incurred by Superion personnel in accordance with Superion's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superion shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for Superion to perform its obligations under this Agreement, Customer shall provide to Superion access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superion in its performance hereunder, all as reasonably necessary for Superion to perform its obligations under this Agreement.

6.5. Professional Services Warranty. Superion warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superion shall have no liability under this Section 6.5 unless, within thirty (30) days after Customer discovers a breach of this warranty, Superion receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superion is obligated under this Section 6.5 to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While Superion personnel are performing services at Customer's site, Superion will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superion in writing and in advance. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of Superion's performing Professional Services, Customer may, from time to time, provide Superion with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables (**"Contributed Material"**). Customer grants to Superion a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superion, Superion's Affiliates and Superion's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution (**"Initial Term"**) and may state renewal terms (each a **"Renewal Term"**). **"Order Term"** means the Initial Term together with any Renewal Terms.

7.2. Termination. (a) A party has the right to terminate this Agreement for convenience and without penalty by providing the other party with at least nine (9) months written notice. In addition, a party has the right to terminate this Agreement for cause if the other party breaches a material provision of this Agreement. To terminate this Agreement for cause, the party seeking termination must give the other party written notice that describes the event or condition of termination in reasonable and sufficient detail in order to afford the other party the ability to generally identify and understand what breach or breaches of this Agreement must be cured. From the date of its receipt of that notice, the other party will have thirty (30) days or such additional time agreed to by the parties in writing, to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to Superion of a suspected defect in the Documentation and *bona fide* payment disputes under this Agreement will not constitute a notice of termination of this Agreement.

(b) **Survival of Obligations**. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity and hold harmless will survive termination of this Agreement.

(c) **Termination without prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superion for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superion all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to Superion certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. Saas, ASP and Hosting. Superion shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If Superion provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superion so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superion's network, Superion may suspend access to the Solution without advance notice if Superion reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superion will promptly notify Customer of any such event.

8.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superion by communications link or in another manner described on the Order. As between Superion and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superion that Customer has the full legal right for Customer and Superion, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superion an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superion's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superion shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form.

(c) In order to improve Superion's product and service offerings for its customers, Superion may maintain a database of information residing on the Solution. Superion and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superion product or service offering.

8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superion facilities under this Agreement. Customer will reimburse Superion for the reasonable out-of-pocket costs Superion incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. Superion shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) Superion shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) Superion shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superion's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, Superion shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superion's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superion will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superion's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superion discovers.

8.9. Volume Increases. Customer shall give notice to Superion whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

9.1. Grant. Except as otherwise provided in an Order, Superion grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may,

subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superion. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. Superion shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superion's network for downloading. Physical shipment is on F.O.B. terms, Superion's shipping point and electronic delivery is deemed effective at the time Superion provides Customer with access to download the Solution. The date of such delivery shall be referred to as the **"Delivery Date."**

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order (**"Initial Support Term"**), Superion shall provide the ongoing support services described in that Order; and Customer shall pay to Superion support fees stated on such Order (**"Support Fees"**). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a **"Renewal Support Term"**), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that Superion shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, Superion may increase the Support Fees payable upon mutual agreement with Customer.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees (**"Support Termination Date"**): (i) Superion shall discontinue providing all ongoing support services, including Superion's obligations under Section 9.3; (ii) any Superion warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superion shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superion's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superion after the Support Termination Date).

9.5. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superion is obligated to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that Superion performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superion, at Superion's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superion will comply with Customer's reasonable security procedures and company policies that have been provided to Superion in writing. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Audit. At Superion's expense and upon written request with reasonable notice, Customer will permit Superion, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superion believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superion to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superion's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is City Manager, 65 Stone Street, Cocoa, Florida 32922. Superion's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement or (ii) a termination of this Agreement, Customer shall also mail a written notice to Superion Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and Superion shall also mail a notice to Garganese, Weiss & D'Agresta, 111 N. Orange Avenue, Suite 2000, Orlando, Florida 32801. Such notices of breach and/or termination shall identify the name date, specific parties and Superion Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

(a) **"affiliate"** whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.

(b) **"Authorized Recipient"** means: (i) with respect to Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superion; and (ii) with respect to Superion, Superion, its foreign and domestic Affiliates and their respective contractors.

(c) **"Authorized User"** means a Customer employee. Customer employee means: (i) Customer's employees with a need to know; (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by Superion, and who, prior to obtaining access to the Software, have executed a Superion-approved non-disclosure agreement. For purpose of clarification, but not limitation, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer are not Customer Employees but such clients may be allowed by Customer to have use of the input and/or output sensory displays of or from the Software under the provisions of Section 5.5 hereunder.

(d) **"Confidential Information"** means non-public information of a party to this Agreement which the City is not required by the Florida Public Records Act (Ch. 119, Fla. Stat.) to publicly disclose for inspection and/or copying. Confidential Information of Superion includes the Software and algorithms, methods, techniques and processes revealed by the Software that constitute a trade secret as defined in section 812.081, and as provided for in section 815.04(3), Florida Statutes. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation.

(e) **"copy"** whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.

(g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.

(h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superion promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts. Resolution of Disputed Amounts shall occur in accordance with the Florida Local Government Prompt Payment Act.

(i) **Documentation"** means the standard user documentation Superion provides for the Solution, as such Documentation may be updated from time to time.

(j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.

(k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.

(l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.

(m) **"including"** whether capitalized or not, means including but not limited to.

(n) **"Open Source Software"** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.

(o) **"person"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.

(p) **"Professional Services"** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superion under this Agreement.

(q) **"Release"** means a modification or update to the Solution, which Superion, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

(r) **"Scope of Use"** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

(s) **"SG Solution Details"** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future

modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

(t) "**Supported Release**" means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superion's client base.

(u) "**Third-Party Product**" means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.

(w) "**Third-Party Hardware**" means that hardware specified as third party hardware on the Order.

(x) "**Third-Party Services**" means those services specified as third party services on the Order.

(y) "**Third-Party Software**" means the software specified as third-party software on the Order.

(z) "**Third-Party User**" means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties in Interest.

(a) This Agreement shall bind, benefit and be enforceable by and against Superion and Customer and, their respective permitted successors and assigns.

(b) Neither party may assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superion, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 ("**Customer Assignment**"). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, "**Customer Additional Business Acquisition**"), Customer shall give notice to Superion notifying Superion if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition ("**Acquired Business**").

10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by Superion hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superion provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the parties shall negotiate in good faith on replacement language that will express the intent of the parties in a legally enforceable manner and the remaining provisions of the Agreement will remain in full force and effect. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Omitted.

10.10. Jurisdiction and Governing Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or its subject matter. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Brevard County, Florida, or the

United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

10.11 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement to the contrary, the City (Customer) intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the 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. Superion 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.

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

(a) Professional liability: Proof of professional liability insurance shall be provided to the Customer for the minimum amount of $1,000,000 on a per occurrence basis.

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

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

During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the Customer.

10.13 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Superion 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 Superion related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or the Superion. 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 Superion are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records.

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

Superion is required to and agrees to comply with public records laws. Superion shall keep and maintain all public records required by the Customer to perform the services as agreed to herein. Superion shall provide the Customer, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Superion 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, Superion shall transfer to the Customer, at no cost, all public records in possession of the Superion, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Superion 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 Superion shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the City Clerk, in a format that is compatible with the information technology systems of the Customer. Should the Customer not possess public records relating to this Agreement which are requested to be inspected or copied by the Customer or any other person, the Customer shall immediately notify Superion of the request and the Superion shall then provide such records to the Customer or allow the records to be inspected or copied within a reasonable time. If the Superion does not comply with a public records request, the Customer may enforce this Section to the extent permitted by law. Superion acknowledges that if the Superion does not provide the public records to the Customer within a reasonable time, the Superion may be subject to penalties under

Section 119.10, Florida Statutes. The Superion acknowledges that if a civil action is filed against the Superion to compel production of public records relating to this Agreement, the court may assess and award against Superion 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 Superion, be open and freely exhibited to the Customer for the purpose of examination, audit, or otherwise. Failure by Superion to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If Superion fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Superion's failure to comply with this Section, the Customer shall collect from Superion prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against Superion. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the Superion's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Version 2016, January

Superion Standard Terms

These Superion Standard Terms ("**SST**") may be incorporated into one or more orders referencing these SST (each, an "**Order**"). Each Order, together with these SST, shall form a separate agreement (this "**Agreement**"), by and between the Person identified on the Order ("**Customer**") and the Superion company identified on the Order ("**Superion**"), applicable to the proprietary solution identified on the Order (the "**Solution**"), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superion entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("**Order Execution Date**").

1. Scope. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer. Notwithstanding this Section 1, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "**Specified Configuration**") and for updating the Specified Configuration in accordance with Superion's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superion to complete the professional services described in Section 6. Superion is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to Superion the fees stated in the Order, in accordance with the payment terms stated on the Order. Superion shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within Forty-five (45) days after the invoice date. A late payment fee at the rate of 1% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past the due date above and unpaid by Customer to Superion, except for Disputed Amounts. Superion may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order.

3.2. Taxes. To the extent required by law, Customer is responsible for paying all taxes on services and products provided to Customer by Superion pursuant to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion with a valid tax exemption certificate; otherwise, absent such proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superion will invoice Customer for and Customer will pay to Superion all such tax amounts.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to Superion, within forty-five (45) days after Superion makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superion may have, Superion may, in its sole discretion and with at least fourteen (14) business days' further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superion shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. Superion shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. (a) Superion shall fully indemnify, defend and hold Customer harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that Customer incurs because of any and all claims that use of a Solution infringes upon (i) any United States copyright or (ii) any trade secret or other proprietary right of any Person (collectively, "**IP Rights**"). Superion shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superion within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superion of its liability and obligations under this Section 4.2 only to the extent that Superion is prejudiced by such later notice) and allows Superion to have sole and reasonable control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Solution is, or in Superion's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Superion, at its sole option and expense, shall provide the Customer, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

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

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

(c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superion for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by

Customer to Superion with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

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

The indemnification provided above shall obligate Superion to defend at its own expense or to provide for such defense, at the option of the Customer, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Customer or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the Customer shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code ("**Harmful Code**") and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

4.4. Exclusion for Unauthorized Actions. Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. **EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.**

4.7. Superion's liability in connection with any matter relating to this Agreement will not exceed One Million and Zero/100 Dollars ($1,000,000.00). THE LIABILITY LIMITATIONS SET FORTH IN THIS SUBPARAGRAPH DO NO APPLY TO THE INTELLECTUAL PROPERTY AND GENERAL INDEMNITIES PROVIDED BY SUPERION PURSUANT TO PARAGRAPH 4.2 OF THIS AGREEMENT.

4.8. Consequential Damage Exclusion. **UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION'S BREACH OF SECTION 5.**

4.9. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of

all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and

3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.10. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.11. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superion. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superion shall have no liability relating to such Open Source Software; provided, however, that Superion shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superion's ongoing support obligations as set forth in Section 8.5 and 9.3 of this Agreement.

4.12. Open Negotiation. Customer and Superion have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.13. Title and Risk of Loss. In no event will Superion be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.14. Disclaimer. Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 Other Limitations. The warranties made by Superion in this Agreement, and the obligations of Superion under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superion and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order or this Agreement, and except to the extent required by Chapter 119, Florida Statutes, Superion shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. Subject to Chapter 119, Florida Statutes, the party receiving Confidential Information ("**Receiving Party**") of the other ("**Disclosing Party**") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a

reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security. Subject to Chapter 119, Florida Statutes:

(a) Superion will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.

(b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

(c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superion in the Solution and Documentation, and disclaim any liability or responsibility of Superion with respect to such Third Party Users. Notwithstanding this section 5.2, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

5.3. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then: (i) Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and (iii) Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken. To the extent Superion is deemed to be a third-party agent under Section 501.171, Florida Statutes, Superion shall notify the Customer as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data held on Customer's behalf. Further, Superion shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data held on Customer's behalf as provided in Section 501.171, Florida Statutes. Superion shall also at its own cost implement measures deemed appropriate by the Customer to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. Superion shall cause each of its subcontractors having access to Customer Data to comply with the provisions of this Section.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of Superion or its licensors, having great commercial value to Superion or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superion or its licensors, even with respect to such items that were created by Superion specifically for or on behalf of Customer. Superion and its Affiliates may freely use Feedback without attribution or the need for Superion, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement. Notwithstanding this section 5.4, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superion; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor,

consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise. Notwithstanding this section 5.5, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions hereunder. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Solution to be used by, or disclose all or any part of the Solution to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Solution by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Solution.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services.

6.2. Professional Services Fees. Customer shall pay to Superion the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superion's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse Superion for reasonable travel, living and other out-of-pocket expenses incurred by Superion personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superion. Reimbursable expenses shall be incurred by Superion personnel in accordance with Superion's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superion shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for Superion to perform its obligations under this Agreement, Customer shall provide to Superion access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superion in its performance hereunder, all as reasonably necessary for Superion to perform its obligations under this Agreement.

6.5. Professional Services Warranty. Superion warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superion shall have no liability under this Section 6.5 unless, within thirty (30) days after Customer discovers a breach of this warranty, Superion receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superion is obligated under this Section 6.5 to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While Superion personnel are performing services at Customer's site, Superion will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superion in writing and in advance. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of Superion's performing Professional Services, Customer may, from time to time, provide Superion with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superion a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superion, Superion's Affiliates and Superion's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

7.2. Termination. (a) A party has the right to terminate this Agreement for convenience and without penalty by providing the other party with at least nine (9) months written notice. In addition, a party has the right to terminate this Agreement for cause if the other party breaches a material provision of this Agreement. To terminate this Agreement for cause, the party seeking termination must give the other party written notice that describes the event or condition of termination in reasonable and sufficient detail in order to afford the other party the ability to generally identify and understand what breach or breaches of this Agreement must be cured. From the date of its receipt of that notice, the other party will have thirty (30) days or such additional time agreed to by the parties in writing, to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to Superion of a suspected defect in the Documentation and *bona fide* payment disputes under this Agreement will not constitute a notice of termination of this Agreement.

(b) **Survival of Obligations**. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity and hold harmless will survive termination of this Agreement.

(c) **Termination without prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superion for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superion all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to Superion certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. Saas, ASP and Hosting. Superion shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If Superion provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superion so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superion's network, Superion may suspend access to the Solution without advance notice if Superion reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superion will promptly notify Customer of any such event.

8.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superion by communications link or in another manner described on the Order. As between Superion and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superion that Customer has the full legal right for Customer and Superion, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superion an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superion's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superion shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form.

(c) In order to improve Superion's product and service offerings for its customers, Superion may maintain a database of information residing on the Solution. Superion and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superion product or service offering.

8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superion facilities under this Agreement. Customer will reimburse Superion for the reasonable out-of-pocket costs Superion incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. Superion shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) Superion shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) Superion shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superion's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, Superion shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superion's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superion will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superion's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superion discovers.

8.9. Volume Increases. Customer shall give notice to Superion whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

9.1. Grant. Except as otherwise provided in an Order, Superion grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may,

subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superion. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. Superion shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superion's network for downloading. Physical shipment is on F.O.B. terms, Superion's shipping point and electronic delivery is deemed effective at the time Superion provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date**."

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("**Initial Support Term**"), Superion shall provide the ongoing support services described in that Order; and Customer shall pay to Superion support fees stated on such Order ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that Superion shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, Superion may increase the Support Fees payable upon mutual agreement with Customer.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) Superion shall discontinue providing all ongoing support services, including Superion's obligations under Section 9.3; (ii) any Superion warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superion shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superion's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superion after the Support Termination Date).

9.5. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superion is obligated to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that Superion performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superion, at Superion's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superion will comply with Customer's reasonable security procedures and company policies that have been provided to Superion in writing. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Audit. At Superion's expense and upon written request with reasonable notice, Customer will permit Superion, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superion believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superion to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superion's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is City Manager, 65 Stone Street, Cocoa, Florida 32922. Superion's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement or (ii) a termination of this Agreement, Customer shall also mail a written notice to Superion Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and Superion shall also mail a notice to Garganese, Weiss & D'Agresta, 111 N. Orange Avenue, Suite 2000, Orlando, Florida 32801. Such notices of breach and/or termination shall identify the name date, specific parties and Superion Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

(a) "**affiliate**" whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.

(b) "**Authorized Recipient**" means: (i) with respect to Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superion; and (ii) with respect to Superion, Superion, its foreign and domestic Affiliates and their respective contractors.

(c) "**Authorized User**" means a Customer employee. Customer employee means: (i) Customer's employees with a need to know; (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by Superion, and who, prior to obtaining access to the Software, have executed a Superion-approved non-disclosure agreement. For purpose of clarification, but not limitation, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer are not Customer Employees but such clients may be allowed by Customer to have use of the input and/or output sensory displays of or from the Software under the provisions of Section 5.5 hereunder.

(d) "**Confidential Information**" means non-public information of a party to this Agreement which the City is not required by the Florida Public Records Act (Ch. 119, Fla. Stat.) to publicly disclose for inspection and/or copying. Confidential Information of Superion includes the Software and algorithms, methods, techniques and processes revealed by the Software that constitute a trade secret as defined in section 812.081, and as provided for in section 815.04(3), Florida Statutes. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation.

(e) "**copy**" whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) "**Customer Data**" means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.

(g) "**Customer Supplied Data**" means any information or data introduced into the Solution by or on behalf of Customer.

(h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superion promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts. Resolution of Disputed Amounts shall occur in accordance with the Florida Local Government Prompt Payment Act.

(i) **Documentation**" means the standard user documentation Superion provides for the Solution, as such Documentation may be updated from time to time.

(j) "**Error**" means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.

(k) "**Export Laws**" means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.

(l) "**Feedback**" means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.

(m) "**including**" whether capitalized or not, means including but not limited to.

(n) "**Open Source Software**" means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.

(o) "**person**" whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.

(p) "**Professional Services**" means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superion under this Agreement.

(q) "**Release**" means a modification or update to the Solution, which Superion, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

(r) "**Scope of Use**" means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

(s) "**SG Solution Details**" means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future

modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

(t) "**Supported Release**" means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superion's client base.

(u) "**Third-Party Product**" means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.

(w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Order.

(x) **"Third-Party Services"** means those services specified as third party services on the Order.

(y) "**Third-Party Software**" means the software specified as third-party software on the Order.

(z) "**Third-Party User**" means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties in Interest.

(a) This Agreement shall bind, benefit and be enforceable by and against Superion and Customer and, their respective permitted successors and assigns.

(b) Neither party may assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superion, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 ("**Customer Assignment**"). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, "**Customer Additional Business Acquisition**"), Customer shall give notice to Superion notifying Superion if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition ("**Acquired Business**").

10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by Superion hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superion provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the parties shall negotiate in good faith on replacement language that will express the intent of the parties in a legally enforceable manner and the remaining provisions of the Agreement will remain in full force and effect. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Omitted.

10.10. Jurisdiction and Governing Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or its subject matter. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Brevard County, Florida, or the

United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

10.11 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement to the contrary, the City (Customer) intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the 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. Superion 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.

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

(a) Professional liability: Proof of professional liability insurance shall be provided to the Customer for the minimum amount of $1,000,000 on a per occurrence basis.

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

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

During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the Customer.

10.13 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Superion 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 Superion related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or the Superion. 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 Superion are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records.

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

Superion is required to and agrees to comply with public records laws. Superion shall keep and maintain all public records required by the Customer to perform the services as agreed to herein. Superion shall provide the Customer, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Superion 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, Superion shall transfer to the Customer, at no cost, all public records in possession of the Superion, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Superion 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 Superion shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the City Clerk, in a format that is compatible with the information technology systems of the Customer. Should the Customer not possess public records relating to this Agreement which are requested to be inspected or copied by the Customer or any other person, the Customer shall immediately notify Superion of the request and the Superion shall then provide such records to the Customer or allow the records to be inspected or copied within a reasonable time. If the Superion does not comply with a public records request, the Customer may enforce this Section to the extent permitted by law. Superion acknowledges that if the Superion does not provide the public records to the Customer within a reasonable time, the Superion may be subject to penalties under

Section 119.10, Florida Statutes. The Superion acknowledges that if a civil action is filed against the Superion to compel production of public records relating to this Agreement, the court may assess and award against Superion 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 Superion, be open and freely exhibited to the Customer for the purpose of examination, audit, or otherwise. Failure by Superion to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If Superion fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Superion's failure to comply with this Section, the Customer shall collect from Superion prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against Superion. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the Superion's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Legislation Details (With Text)

File #:	22-475	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	9/6/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	

Title: Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of CAL~FLO® Liquid Lime from Burnett Lime Co., Inc., Campobello, SC for FY2023; To Approve a One-Year Contract Agreement with Three (3) One-Year Renewals with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide 2) Thatcher Inc., Deland, FL for the purchase of Ferric Sulfate 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite for both the Dyal WTP & Sellers WRF; To Approve a 2nd Amendment of a Piggy-Back Contract with the City of Oviedo, FL for Contract ITB 19-36 Harcros Chemicals, Inc., Kansas City, KS for the Purchase and Delivery of Fluoride; To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total FY2023 Budget for Chemicals; Pending Approval of the FY2023 Budget. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Copy of Exhibit A - 2023_Chemicals.pdf
Original Contract Agreement.pdf
FULLY EXECUTED Standard Form for New Piggyback Contract No. 19-36.pdf
Amendment and Extension to Agreement - Harcros Chemicals-signed.pdf
2nd Amendment_(PGB-19-36 - Harcros Chemicals).pdf
ITB B-22-12-COC Water and Wastewater Treatment Chemicals.pdf
B-22-12-COC Bid Tabulation_Revised_7-22-2022.pdf
Sole source letter for Cal-Flo.pdf
Statement of Sole Source and 2022-23 quote for CAL~FLO Slurry.msg
Cal-Flo sole source resolution FY 2023.pdf
Exempt Vendor Listing FY21.pdf
PARTIAL_B_22_12_COC-A Chemical Service Agreement - Matheson.pdf
PARTIAL B-22-12-COC-B Chemical Service Agreement - Allied Universal Corp..pdf
PARTIAL B-22-12-COC-C Chemical Service Agreement - Thatcher.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2022
Agenda Date: September 27, 2022
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of CAL~FLO® Liquid Lime from Burnett Lime Co., Inc., Campobello, SC for

FY2023; To Approve a One-Year Contract Agreement with Three (3) One-Year Renewals with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide 2) Thatcher Inc., Deland, FL for the purchase of Ferric Sulfate 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite for both the Dyal WTP & Sellers WRF; To Approve a 2nd Amendment of a Piggy-Back Contract with the City of Oviedo, FL for Contract ITB 19-36 Harcros Chemicals, Inc., Kansas City, KS for the Purchase and Delivery of Fluoride; To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total FY2023 Budget for Chemicals; Pending Approval of the FY2023 Budget

BACKGROUND:

The Dyal Water Treatment (WTP) and Sellers Wastewater Treatment (WWTP) Plants establish estimated annual chemical budgets based on anticipated demands; however, demands will fluctuate and the actual use of each chemical will vary. As these variances occur, staff will adjust chemical budgets throughout the year as necessary and may lower or increase based on need; however, the total FY23 budgets for chemicals for the Dyal WTP ($4,910,557) and Sellers WWTP ($142,755) will not be exceeded unless they are resubmitted to City Council for approval. The requested actions for the chemicals outlined in this agenda total $1,647,399 for the Dyal WTP and $100,320 for the Sellers WWTP leaving remaining chemical budgets of $3,263,158 for Dyal and $42,435 for Sellers. Remaining chemical budgets will be used for chemical purchases previously approved or are currently in process. For a full accounting of FY23 anticipated chemical usage see EXHIBIT A attached to this agenda item.

Staff is requesting City Council approval to waive the competitive bidding process for the purpose of making sole source purchases of CAL~FLO® Liquid Lime from Burnett Lime Co., Inc., Campobello, SC. In an effort to improve raw water treatment processes, the Utilities Department consulting engineer (Jacobs Engineering) recommended the switch from dry lime to a lime slurry called CAL~FLO®. In water treatment processes, CAL~FLO®. slurry typically replaces dry lime for alkalinity adjustment, which can be required for more effective coagulation and minimization of metals residuals. The change to CAL~FLO® slurry eliminates the high maintenance and unreliable feed problems associated with dry lime and leads to more consistent treatment. Dyal WTP total - $302,078.

Due to increases in chemical prices, Dyal staff and Purchasing developed a bid for Carbon Dioxide, Ferric Sulfate, and Sodium Hypochlorite. Purchasing published ITB B-22-12-COC on June 20, 2022, and solicited 545 vendors of which 47 reviewed the solicitation. On July 19, 2022, 7 submittals were received and publicly opened. The apparent low bidders are Matheson Tri-Gas, Inc., Thatcher, Inc., and Allied Universal Corporation.

Company Name	Award	Not Selected	Bid Amount
Matheson Tri Gas	X		Carbon Dioxide@ $0.1295 per pound
Thatcher Chemical of Florida	X		Ferric Sulfate@ $2,355 per dry ton of iron
Allied Universal Corp	X		Liquid Sodium Hypochlorite @ $1.018 per gallon
Kemira Water Solution		X	Ferric Sulfate @ $2,761.11 per dry ton of iron
Univar Solution USA		X	No Bid
Pencco Inc		X	No Bid
USALCO LLC		X	No Bid

Staff is requesting approval of a one-year contract with three (3) one-year renewal contracts under ITB B-22-12-COC for the following apparent low bidders:

1. Matheson Tri-Gas, Inc., Irving, TX for the purchase of Carbon Dioxide under Bid # B-22-12-COC. Dyal WTP total - $292,000
2. Thatcher, Inc., Deland, FL for the purchase of Ferric Sulfate under Bid # B-22-12-COC. Dyal WTP total - $447,000
3. Allied Universal Corp., Miami, FL for the purchase of Sodium Hypochlorite under Bid # B-22-12-COC. Dyal WTP total - $573,825 / Sellers WWTP total - $100,320

Staff is requesting City Council to approve a 2nd Amendment of a Piggy-Back Contract with the City of Oviedo, FL for Contract ITB 19-36 Harcros Chemicals, Inc., Kansas City, KS (expiration 9/30/23) for the purchase and delivery of Fluoride (hydrofluosilicic acid). Dyal WTP total - $32,496

Staff is requesting that City Council authorize the City Manager to negotiate the contracts with Matheson Tri-Gas, Thatcher, Inc., and Allied Universal Corporation as outlined in ITB B-22-12-COC. Staff is also requesting that City Council authorize the City Manager to approve all future annual renewals, amendments, and change orders between the various chemical providers up to the City Manager's signing authority for Dyal WTP and Sellers WWTP chemical purchases for FY23.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	Dyal WTP - $1,647,399 Sellers WWTP - $100,320 **Total - $1,747,719**
Account Numbers:	421-4020-536.52-09 - Dyal 421-4120-536.52-09 - Sellers
Account Name	Chemicals
Source of Funds:	Operating Revenue

Dyal WTP		Budgeted
Sodium Hypochlorite	DYCH01	$75,600
Hydrofluosilicic Acid	DYCH03	$32,496
Ferric Sulfate	DYCH04	$447,000
Carbon Dioxide	DYCH06	$292,000
CAL~FLO®	DYCH10	$302,078
Sodium Hypochlorite	DYCH20	$498,225
Total		**$1,647,399**

Sellers WWTP	Budgeted
Sodium Hypochlorite	$100,320

PREVIOUS ACTION:

On October 27, 2020, City Council Approved Participation in a Cooperative Purchase Agreement with Harcros Chemicals, Inc., Kansas City, Kansas, to Purchase Hydrofluorosilicic Acid (Fluoride) Utilizing the City of Oviedo Contract #ITB19-36, Effective October 1, 2019 through September 30, 2020 with Four (4) Additional One-Year Extensions. Approve year One (1) of four (4) Extensions and. Grant the City Manager the Authority to Sign and Implement Additional Extensions and Purchase Orders should the City of Oviedo Extend the Contract

On September 28, 2021, City Council Approved a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC and LT27 Polymer from Fort Bend Services, Inc., Stafford, TX for the Dyal Water Treatment Plant and the Jerry Sellers Water Reclamation Facility for FY2022; To Approve the Second Amendment to Purchase Agreement with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide, 2) Kemira Water Solutions, Inc., Bartow, FL for Ferric Sulfate, and 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite; To Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2022 Budget for Chemicals; Pending Approval of the FY2022 Budget

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of CAL~FLO® Liquid Lime from Burnett Lime Co., Inc., Campobello, SC for FY2023; To Approve a One-Year Contract Agreement with Three (3) One-Year Renewals with 1) Matheson Tri-Gas, Inc., Irving, TX for Carbon Dioxide 2) Thatcher Inc., Deland, FL for the purchase of Ferric Sulfate 3) Allied Universal Corp., Miami, FL for Sodium Hypochlorite for both the Dyal WTP & Sellers WRF; To Approve a 2nd Amendment of a Piggy-Back Contract with the City of Oviedo, FL for Contract ITB 19-36 Harcros Chemicals, Inc., Kansas City, KS for the Purchase and Delivery of Fluoride; To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total FY2023 Budget for Chemicals; Pending Approval of the FY2023 Budget.

EXHIBIT A

FY2023 ANNUAL CHEMICALS - Dyal Water Treatment Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	PRODUCT	PROJECT #	BID NO.	Estimated QTY/TONS or Gallons	REQUESTED ACTION	Unit of Measure	Unit Cost	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	Sodium Hypochlorite	DYCH01	B-22-12-COC	74117 - T	Year 1 of 1	GAL	$1.018	$75,600.00	9/30/2023
2	Carmeuse Lime & Stone	Quick Lime Pebble 3/8" & 3/4"	DYCH02	B-20-19-COC	5669 - T	Year 3 of 3 year contract	Tons	$330.37	$1,872,962.00	9/30/2023
3	Harcros Chemicals, Inc.	Hydrofluosilicic Acid	DYCH03	Piggyback	10316 - G	Piggyback w/Oviedo	Gallon	$3.15	$32,496.00	9/30/2023
4	Thatcher	Ferric Sulfate	DYCH04	B-22-12-COC	189 - T	Year 1 of 1	Dry Ton Ferric	$2,355.00	$447,000.00	9/30/2023
5	Matheson Tri-Gas, Inc.	Carbon Dioxide	DYCH06	B-22-12-COC	810 - T	Year 1 of 1	pound	$0.13	$292,234.00	9/30/2023
6	Tropichem Enterprises	Wisprofloc N Starch	DYCH07	B-20-19-COC	38 - T	Year 3 of 3 year contract	Tons	$5,580.00	$212,326.00	9/30/2023
7	Genesis Alkali, Inc	Soda Ash	DYCH09	B-21-31-COC	1890 - T	Year 2 of 3 year contract	Tons	$430.00	$812,866.00	9/30/2023
8	Burnett Lime	CalFlo	DYCH10	Proposal	1887 - T	Proprietary SS Purchase	Liquid Lb.	$0.08	$302,078.00	9/30/2023
9	Linde, Inc.	Liquid Oxygen (LOX)	DYCH11	B-20-19-COC	640 - T	Year 3 of 3 year contract	Tons	$128.02	$82,000.00	9/30/2023
10	Brenntag	Superfloc N-1986	DYCH12	Proposal	1925 - G	Lowest Quote	TOTE	$3,877.63	$30,000.00	9/30/2023
11	TBD/new vendor	LT27 Polymer 36-Bag/Pallet	DYCH13	Proposal	12 - T	Proprietary SS Purchase	Tons	$4,078.00	$49,000.00	9/30/2023
12	Hawkins, Inc.	Ammonium Sulfate	DYCH16	B-21-10-COC	99711 - G	Year 3 of 3 year contract	GAL	$1.89	$188,455.00	9/30/2023
13	Allied Universal Corp.	Sodium Hypochlorite	DYCH20	B-22-12-COC	489415 - G	Year 1 of 1	GAL	$1.018	$498,225.00	9/30/2023
14	Hawkins, Inc.	Ammonium Sulfate	DYBS01	B-21-10-COC	8103 - G	Year 3 of 3 year contract	GAL	$1.89	$15,315.00	9/30/2023
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536.52-09								$4,910,557.00	

*** T - Ton, G - Gallon**

* T - Ton,
G - Gallon

FY2023 ANNUAL CHEMICALS - Sellers WRF

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	PRODUCT	PROJECT #	BID NO.	Estimated QTY/TONS or Gallons	REQUESTED ACTION	Unit of Measure	Unit Cost	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	Sodium Hypochlorite	DYCH01	B-22-12-COC	98546 - G	Year 1 of 1	GAL	$1.018	$100,320.00	9/30/2023
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Sellers Water Reclamation Plant - ACCOUNT NUMBER: 421-4120-536.52-09								$100,320.00	

CITY OF OVIEDO AGREEMENT FOR THE PURCHASE AND DELIVERY OF FLUORIDE WITH HARCROS CHEMICALS, INC.

THIS AGREEMENT made and entered into the 1st day of October, 2019 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and HARCROS CHEMICALS, INC., a foreign for-profit corporation whose principal address is 5200 Speaker Road, Kansas City, Kansas 66106, and local address is 5132 Trenton Street, Tampa, Florida 33619, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

***WITNESSETH*:**

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) # 19-36; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide FLUORIDE, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide high quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to the purchase and delivery of FLUORIDE and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for the purchase and delivery of FLUORIDE, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(f) 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 the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or 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 the CITY's officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount

is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the

Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY"s request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability

and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the 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 the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the

CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

Finance Department
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The initial term of this Agreement shall be for a period of One (1) year.

(b) After the initial term, this Agreement may be renewed for four (4) additional one year periods if mutually agreeable to both parties.

(c) The maximum term for the contract and all renewals is a cumulative term of five (5) years.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

Bobby Wyatt, Public Works Director
City of Oviedo
400 Alexandria Blvd.
Oviedo, Florida 32765
(407) 921-5648
Bwyatt@cityofoviedo.net

(d) The CONTRACTOR's designated representative is:

Gary Delk
Regional Manager
HARCROS CHEMICALS, INC.
5132 Trenton Street
Tampa, Florida 33619
813-247-4531
floridabids@harcros.com

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is

deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will 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 will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of

the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any otheer insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

$500,000 Each Accident
$500,000 Each Employee
$500,000 Policy Limit for Disease

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$1,000,000 Personal & Advertising Injury - each occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregates limit
$ 5,000 Medical Payments
$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than $1,000,000 CSL or its equivalent.

SECTION 22: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) 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 the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is

demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119*, *Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (*INA*). The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of 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.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services

provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) 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 term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, BARBARA BARBOUR, MMC, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, BBARBOUR@CITYOFOVIEDO.NET.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 26: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main

work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continying obligation of the CONTRACTOR.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: *FORCE MAJEURE*.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

Gary Delk
Regional Manager
HARCROS CHEMICALS, INC.
5132 Trenton Street
Tampa, Florida 33619
813-247-4531
floridabids@harcros.com

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of the 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 the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 33: EXHIBITS.

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.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a) 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.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the 16th day of September, 2019, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

HARCROS CHEMICALS, INC.

By: _____
Gary Delk, Regional Manager

Date: 9/24/19

ATTEST:

City Clerk

CITY OF OVIEDO

By: _____
Dominic Persampiere, Mayor

Date: 10/3/2019

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

Lonnie N. Groot
Assistant City Attorney

EXHIBIT A

SPECIFICATIONS

A. Description of Services

The City of Oviedo is seeking qualified contractor(s) to provide Plant Chemicals as indicated in the specifications and requirements of this solicitation. Authorization for performance of services and delivery of products under this Agreement shall be in the form of written purchase orders, issued by the City on an as-needed basis. Chemicals shall be delivered to City properties, and shall include all labor, materials and supplies necessary to deliver and unload these materials.

The quantities contained in this bid and on the bid form are estimates and in no way represents a guaranteed procurement.

Upon award, the successful bidder(s) shall obtain and furnish to the City of Oviedo a copy of the insurance certificate naming the City of Oviedo as an additional insured and provide a copy of the endorsement, in accordance with these bid documents and subsequent agreement(s).

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

Orders and deliveries will be coordinated through the City's Water, Wastewater and Recreation and Parks Personnel. Payment will be accomplished by submission of invoices by location and purchase order number and mailed to:

City of Oviedo
Accounts Payable
400 Alexandria Blvd.
Oviedo, FL 32765

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply the City with copies of the manufacturer's shipping and handling safety procedures.

Purchasing these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract, if doing so is in the best interest of the City of Oviedo, will not waive or void any of the terms and conditions contained in the Agreement.

The Florida Local Government Prompt Payment Act shall apply to the payment of all invoices.

B. Product and Delivery Requirements

Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. This requirement is included on the bid form checklist.

A Certificate of Analysis must be provided to the City with each delivery.

Deliveries will be between the hours of 7am and 2pm Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48-hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

1. Sodium Hypochlorite 12.5% *(10% by weight = 12.5% by trade)*

Estimated Quantity: 527,000 gallons annually, more or less (This includes approximately 390,000 gallons for use at the Water Plant, 120,000 gallons for the Wastewater plant and approximately 17,000 for swimming pool application). These are estimated volumes and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hypochlorite 12.5% *(10% by weight = 12.5% by trade)* for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765 and at the City's Wastewater Reclamation Facility located at 1067 McKinnon Avenue. The City's Recreation and Parks Department also utilizes this contract for two City swimming pools located within the City's corporate boundaries. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantities: 5,000 tanker gallons for the City's Water Treatment Plant and 4,000 gallons for the City's Wastewater Reclamation Facility, and 1,000 gallons at each of the two swimming pool locations.

2. **Sodium Hydroxide 50%**

Estimated Quantity: 54,500 gallons more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hydroxide 50% for use at the City's Water Treat Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 3,500 gallons.

3. **Ammonia Hydroxide 19%**

Estimated Quantity: 14,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Ammonia Hydroxide 19% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 1,200 gallons.

4. **Carbon Dioxide (liquid CO2)**

Estimated Quantity: 480,000 lbs., more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per pound (delivered) for the purchase of Carbonic Dioxide (liquid CO2) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: full tanker, 38,000 lbs.

5. **Sulfuric Acid 93%**

Estimated Quantity: 8,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon

(delivered) for the purchase of Sulfuric Acid 93% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 700 gallons

6. **Fluoride 23%**

Estimated Quantity: 8,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Fluoride 23% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 700 gallons

END OF SECTION

8813 Highway 41 South
Riverview, FL 33569
www.mosaicco.com

Phone: 813-677-9111
Fax: 813-671-6146

Product Compliance Certification

We certify that the Fluorosilicic Acid supplied by Mosaic Co. will meet the specifications of AWWA Standard B703a-08 and further that it has been certified by NSF to meet the ANSI/NSF Standard 60 for treatment of potable water and has been produced within the continental limits of the United States.

Art M. Espinosa, Florida Quality Control Lab Manager

Industrial
Fluorosilicic Acid (FSA)

CHEMICAL ANALYSIS (TYPICAL)

Specifications	Range	Typical	Guarantee (%)
H_2SiF_6	23 - 26%	24%	23%
F (equivalent total)	18 - 21%	19%	18%
Free Acid	1.0 % max	0.4%	

Product meets AWWA Standard B703 and it is NSF-60 Certified. Maximum Use 6 mg/L

Physical Properties (Typical)

Description	Water white to amber solution
Color, APHA color units	200 maximum (APHA) in accordance with method 2120B, visual comparison
Specific Gravity, at 25% & 60° F	1.224 (water = 1)
Bulk Density, at 25% & 60° F	10.2 (Lbs/Gal)

Containers

Tank Truck	20-25 tons net weight (approximate)
Rail Cars	100 tons net weight (approximate)

Freight Description

DOT Shipping Classification	Class 8 (Corrosive)
DOT Shipping Name	Fluorosilicic Acid
Packing Group	II
Placard	Corrosive
DOT / UN Number	UN1778

NSF
Certified to NSF/ANSI 60

Product analyses are typical as tested at shipment. Typical analysis is not guaranteed for any particular shipment. Handling and transportation may affect the analysis of the delivered product

Revised 09/12

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The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 29, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=mosaic&ChemicalName=Hydrofluosilicic+Acid&PlantState=Florida+FL&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

The Mosaic Company
13830 Circa Crossing Drive
Lithia, FL 33547
United States
813-671-6223
Visit this company's website
(http://www.mosaicco.com)

Facility : Distribution Center - 4 Mulberry, Florida

Fluorosilicic Acid

Trade Designation	*Product Function*	*Max Use*
FSA	Fluoridation	6mg/L

Fluorosilicic Acid	Fluoridation	6mg/L
Fluosilicic Acid	Fluoridation	6mg/L
HFS	Fluoridation	6mg/L
Hexafluorosilicic Acid	Fluoridation	6mg/L
Hexafluosilicic Acid	Fluoridation	6mg/L
Hydrofluorosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : Riverview, FL

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
FSA	Fluoridation	6mg/L
Fluorosilicic Acid	Fluoridation	6mg/L
Fluosilicic Acid	Fluoridation	6mg/L
HFS	Fluoridation	6mg/L
Hexafluorosilicic Acid	Fluoridation	6mg/L
Hexafluosilicic Acid	Fluoridation	6mg/L
Hydrofluorosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Number of matching Manufacturers is 1

Number of matching Products is 16

Processing time was 0 seconds

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 29, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=harcros&ChemicalName=Hydrofluosilicic+Acid&PlantState=Florida+FL&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

Harcros Chemicals Inc.
5200 Speaker Road
Kansas City, KS 66106
United States
913-321-3131
Visit this company's website
(http://www.harcroschem.com)

Facility : Tampa, FL

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Hydrofluorosilicic Acid 23%	Fluoridation	6mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

Mosaic®

8813 Hwy 41 South
Riverview, FL
Telephone: (813) 677-9111 - TELX52666

This product was produced at the
Production Plant - Riverview facility

CAR NO: 1004094613

Deliveries: 1004094613

Material: Our / Your reference
200011 FLUOROSILICIC ACID /

Quality Certificate

Date
07/29/2019
Purchase order item/date
740028143 / 07/16/2019
Delivery item/date
1004094613 000010 / 07/23/2019
Order item/date
2586458 000010 / 07/16/2019
Customer number
5005707

Inspection lot 100000097401 from 07/22/2019

Characteristic	Result	Unit
Chemical Analysis		
Net H2SiF6	24.37	%
P2O5	0.05	%
Free Acid	0.27	%
Arsenic	41.75	ppm
Physical Analysis		
Specific Gravity	1.2220	
Color (APHA)	20	CU

NSF®
Certified to NSF/ANSI 60
Max Use 6 mg/L

"We Certify that Product Shipped with this Certification of Analysis meets AWWA

Alan Shobert / QC Lab Manager

COPY

EXHIBIT B

BID FORM (Page 1 of 2)

To: City of Oviedo, Purchasing Department
400 Alexandria Boulevard
Oviedo, FL 32765

The undersigned hereby declares that after carefully examining these bid documents, they are fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by July 30, 2019 and does hereby submit the following bid for completion of said work/item.

The undersigned hereby certifies that all information contained in this Invitation to Bid is truthful to the best of their knowledge and belief and further certifies that they are duly authorized to submit this bid on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded this Bid.

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

This Bid Form is a mandatory form to ease bid tabulation and analysis; however, it can be accompanied by additional supportive forms. An officer or representative who has official authorization to sign bids **MUST** sign this Bid Form. Failure to sign in the space provided below will result in the bid being rejected.

The Bidder hereby acknowledges receipt of the following Addenda, if any:

No. 1 Dated 7/16/19
No. 2 Dated 7/23/19
No. _____ Dated _____

The following required information has been completed and is included with the bid submittal:

		Bidder's Initials
1.	Bid Form	GD
2.	Proof of Florida Registration (Sunbiz)	GD
3.	Statement of Insurance Compliance	GD
4.	Non-Collusion Affidavit	GD
5.	Conflict of Interest Statement	GD
6.	Disputes Disclosure Form	GD
7.	Drug Free Workplace Certification Form	GD
8.	List of References	GD
9.	Company Information Form	GD
10.	Certificate of compliance and certified analysis as to the composition of the product(s) bidding on	GD

BID FORM (Page 2 of 2)

As requested in the Instructions to Bidders, attached is one marked duplicate copy of the original Bid Form and ALL attachments. ____ Yes ____ No (check one)

Contractors are not required to provide pricing for all Bid Categories, but are to provide pricing for all categories in which they are able to supply. Please list the total annual cost of each Bid Category. All changes must be initialed in ink. This bid form must be used to submit your bid.

Item	Produce Description	Deliverable Quantity		Estimated Annual Quantity	Units	Unit Cost (Delivered)
1	Sodium Hypochlorite	5,000	Water Plant	390,000	gal	
		4,000	Wastewater Plant	120,000	gal	$
		1,000	Swimming Pool Use	17,000	gal	NB
2	Sodium Hydroxide	3,500	Water Plant	54,500	gal	$ NB
3	Ammonia Hydroxide	1,200	Water Plant	14,400	gal	$ NB
4	Carbon Dioxide	38,000	Water Plant	480,000	lbs.	$ NB
5	Sulfuric Acid	700	Water Plant	8,400	gal	$ NB
6	Fluoride	700	Water Plant	8,400	gal	$ 2.121

Company Name Harcros Chemicals Inc

FEIN or SS# 43-1935062

Name of Owner/Partner/Officer Gary Delk

Title/Position of Owner/Partner/Officer Gary Delk

Signature of Owner/Partner/Officer Gary Delk

Business Telephone 813-247-4534

Email address floridabids@harcros.com

Business Address 5132 Trenton Street, Tampa, FL 33619

COMPANY INFORMATION

(Please Print or Type)

Company Name: Harcros Chemicals Inc

Street Address: 5132 Trenton Street

Mailing Address: Same

Address of facility that will provide materials: Same

City, State & Zip: Tampa, FL 33619

Phone No.: 813.247.4531

Phone No. for ordering materials: Same / email for orders: ordertampa@harcros.com

Contact Person: Sales/tech support: Urpiana Koklonis - 786.230.9852

E-Mail Address: Sales/tech support: uKoklonis@harcros.com; Contract/bid - floridabids@harcros.com

No. of Years in Business: +75

No. of Employees: local - 15

No. of delivery vehicles available for performance of this contract: 2+

Harcros Chemicals, Inc
Company Name (Please Print)

Authorized Signature

Cary Delk, Regional Manager
Printed Name and Title

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with HARCROS CHEMICALS, 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 OVIEDO , said contract being identified as: Bid No. 19-36 (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:

Initial term of agreement shall be for a period of One (1) year (effective: 10/3/19), after the initial term, this agreement may be renewed for four (4) additional one year periods if mutually agreeable to both parties. The maximum term for the contract and all renewals is a cumulative term of five (5) years (terminating: 10/3/24).

SCANNED

Insurance Requirements:

Liability Insurance

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance

and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE **(NOT APPLICABLE)**

~~The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. **Any other provisions that will be modified:**

N/A

b. **Address change for the City of Cocoa:**

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding

mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this 27th day of October 2020

(Print Name)

Cary Deck, Regional Manager

(Print Title)

9/15/20

(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

CITY OF COCOA CORPORATE SEAL FLORIDA

Amendment and Renewal to the Agreement for the Purchase and Delivery of Fluoride with Harcros Chemicals, Inc., ITB 19-36

This Amendment and Renewal to Agreement is made and entered into on this 5th **day of** August**, 2022** and is to that certain Agreement for the **Purchase and Delivery of Fluoride** made and entered into on the **1st day of October, 2019** (the Agreement), between the City of Oviedo, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the City), whose address is 400 Alexandria Boulevard, Florida 32765, and **Harcros Chemicals, Inc.,** a **foreign corporation**, authorized to do business in the State of Florida, whose principal and local address is **5200 Speaker Road, Kansas City, Kansas 66106,** and local address is **5132 Trenton Street, Tampa, Florida 33619** (hereinafter referred to as the Vendor).

WITNESSETH:

Whereas, the City and the Vendor entered into the above-referenced Agreement on **October 1, 2019** and desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits that the Agreement currently provides; and

Whereas, the Agreement, in Section 29, and the essential requirements of contract law provide that any amendments to agreements shall be expressed in writing and duly executed by the parties; and

Whereas, the parties desire to amend the agreement to reflect an increased cost for **Fluoride to $3.146/gallon effective July 1, 2022**; and

Whereas, the Agreement was extended and renewed for an additional one-year term on **October 1, 2021**; and

Whereas, the parties desire to further amend the agreement by **extending the term of the Agreement** for a specified period of time so as to enable both parties to continue to enjoy the mutual benefits it provides.

Now, therefore, in consideration of the mutual understandings and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

Section 1. Recitals. The above stated recitals (whereas clauses) to this Amendment are hereby adopted and form a material part of this Amendment and the consideration hereof upon which the parties have relied.

Section 2. Amending Cost. The cost for Purchase and Delivery of Fluoride which is currently priced at $2.1210/gallon under the Agreement is hereby **increased to $3.146/gallon** effective **July 1, 2022.**

Section 3. Extension and Renewal. The term of the Agreement, which was to expire on **September 30, 2022**, in accordance with the provisions of Section 11 of the Agreement, is extended such as the Agreement will now terminate on **September 30, 2023** and the Agreement is hereby renewed.

Section 4. Effect of Amendment. Except as specifically stated herein in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect as originally set forth in said Agreement.

In Witness Whereof, the parties hereto have executed this instrument for the purposes herein expressed.

Attest:

Appropriate Corporate Signatory

Harcros Chemicals, Inc.

By: _____
Gary Delk, Regional Manager

Attest:

Elianne Rivera (Aug 5, 2022 10:46 EDT)

Elianne Rivera, City Clerk

City Of Oviedo

By: _____
Bryan Cobb, City Manager

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

David Hall
David Hall (Aug 4, 2022 15:24 EDT)

David W. Hall
Assistant City Attorney

Amendment and Extension to Agreement - Harcros Chemicals

Final Audit Report 2022-08-05

Created:	2022-08-04
By:	Brenda Olsen (bolsen@cityofoviedo.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP8YUQ1hG4eN1us4BOrpUawSEPT7k11PV

"Amendment and Extension to Agreement - Harcros Chemicals" History

Document created by Brenda Olsen (bolsen@cityofoviedo.net)
2022-08-04 - 3:51:34 PM GMT

Document emailed to David Hall (dwhall@stenstrom.com) for signature
2022-08-04 - 3:52:26 PM GMT

Email viewed by David Hall (dwhall@stenstrom.com)
2022-08-04 - 7:23:02 PM GMT

Document e-signed by David Hall (dwhall@stenstrom.com)
Signature Date: 2022-08-04 - 7:24:30 PM GMT - Time Source: server

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Document e-signed by Bryan Cobb (bcobb@cityofoviedo.net)
Signature Date: 2022-08-04 - 10:25:17 PM GMT - Time Source: server

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Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
Harcros Chemicals, Inc.
Piggyback Agreement for the Purchase and Delivery of Fluoride, ITB 19-36

This Second Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective October 1, 2022, by and between City of Oviedo and Harcros Chemicals, Inc. This Amendment also confirms the receipt and acknowledgment the CONTRACTOR shall continue to Purchase, and Delivery of Fluoride as agreed upon under Piggyback Agreement ITB 19-36, made effective October 3, 2019, by and between the City of Cocoa and Harcros Chemicals Inc. This renewal shall correspond with the renewal issued by City of Oviedo and expire on September 30, 2023.

This Amendment also confirms the receipt and acknowledgment of the price increase for Fluoride to $3.146/gallon effective July 1, 2022.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

HARCROS CHEMICALS, INC.	**CITY OF COCOA**
By: Gary Delk	**By:** Stockton Whitten
(Print Name)	(Print Name)
Regional Manager	**City Manager**
(Title)	(Title)
Gary Dell 5-22-2022	8/25/2022
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Sean McFarland, Water Treatment Manager

Attest: Carie Shealy
Carie Shealy
City Clerk, City of Cocoa

CITY OF COCOA SEAL FLORIDA

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

The City of Cocoa is accepting sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide water and wastewater treatment chemicals, as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Liquid Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be no Pre-Bid conference held for this project.

Questions regarding this solicitation must be received in writing at the address above no later than **Friday, July 01, 2022, at 5:00PM.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award

bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022

TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
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SECTION 1 INTRODUCTION

1. The City of Cocoa's Purchasing Department, on behalf of City of Cocoa Dyal Water Treatment Plant, representing Cocoa Utilities Department, is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

1.01 DESCRIPTION OF WORK

Contractor(s) warrant that chemicals provided as a result of this ITB:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
b. Conform to the general chemical specifications contained herein
c. Are free from impurities of any kind

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City promptly replace with item that meets specifications.

Chemical Specifications:

The type and general description of chemicals are provided in this section.

1. **LIQUID FERRIC SULFATE**:

A. **GENERAL -** The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

B. **PRODUCT**

a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.
c) The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable

for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

d) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron……..0.1% max
Free Acid (as % H2SO4)…….0.25% max
% Insoluble…….0.1% max

e) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic……1 mg/kg
Cadmium……...0.5 mg/kg
Chromium……..……10 mg/kg
Lead……..1.0 mg/kg
Mercury……0.2 mg/kg
Selenium…….2 mg/kg
Silver……10 mg/kg
Nitrites (as N)……..75 mg/kg
Total Organic Carbon…0 mg/kg
Nickel……..40 mg/kg
Beryllium…….1.0 mg/kg
Thallium…….10.0 mg/
Total Nitrate and Nitrite (as N)……150 mg/kg

Copper…….....5 mg/kg
Zinc……...15 mg/kg
Manganese……..120 mg/kg
Barium……. 10 mg/kg
Chloride……..100 mg/kg
Fluoride……60 mg/kg
Titanium……...50 mg/kg
Nitrates (as N)……..75 mg/kg
Sodium…….1000 mg/kg
Molybdenum……10 mg/kg
Antimony……1.0 mg/kg
Cyanide……...1.0 mg/kg

f) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.

g) The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 1, subsection 1Ba, 1Bd and 1Be.

C. QUALITY CONTROL AND TESTING

a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.

b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.

c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

D. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

E. **PURCHASE AND DELIVERY**

a) These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Liquid Ferric Sulfate shall be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.

d) The CITY shall have sole discretion as to when deliveries are to be received.

e) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of dry tons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

f) The Contractor shall ensure all hoses used in unloading of chemicals are in good condition. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the City's storage tanks. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

g) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.

h) All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
- Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

i) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will

be retained by the Contractor. If required by the City the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

j) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

F. **BID PRICES** - The price quoted shall be firm and based on a per ton basis of Ferric Iron (Fe+3), delivered FOB to the CITY'S destination.

G. **QUANTITIES** – Approximately 167.00 dry tons (more or less) of dry Ferric Iron (Fe+3). The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

H. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

I. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.

b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill of leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole

responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.

c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

J. MATERIAL SAFETY DATA SHEET SUBMITTAL

a) The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment for each Participating Public Agency request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

K. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

2. LIQUID SODIUM HYPOCHLORITE:

A. **GENERAL –** The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

B. **PRODUCT**

a) The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.0 - 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below

Trade Percent/Percent by Volume	12 – 12.5 %
Specific Gravity	1.159 – 1.169
pH	12.5 – 13.0
Iron	01 – 0.2 mg/L
Chlorate	500 – 1000 mg/L
Bromate	Not Detected

b) The Liquid Sodium Hypochlorite shall have a Greenish-yellow liquid appearance.

C. **QUALITY CONTROL AND TESTING**

a) The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
b) If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
c) All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

D. **PURCHASE AND DELIVERY**

a) Delivery of Liquid Sodium Hypochlorite shall be made to the:
   - Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
   - Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Liquid Sodium Hypochlorite is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.
d) The CITY shall have sole discretion as to when deliveries are to be received.
e) The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
   1) date of delivery,
   2) Bill of Lading/Weigh Slip Number
   3) gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   4) tare weight of delivery vehicle in pounds, and
   5) net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   6) Number of gallons

f) The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.
g) Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
h) The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
i) The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tank along with the correct cam-lock fitting.
j) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of pounds. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

k) The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

l) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.

m) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

n) Should the bidder deliver Liquid Sodium Hypochlorite which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Sodium Hypochlorite with materials which meet the requirements of this specification at no additional cost to the CITY.

E. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Liquid Sodium Hypochlorite, delivered FOB to the CITY'S destination.

F. **QUANTITIES**

a) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Dyal Water Treatment Plant, Wewahootee, and the Remote Booster Stations is 625,000 gallons**.

b) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Sellers Water Reclamation Plant is 196,000 gallons**.

G. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**

a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:

1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

3. CARBON DIOXIDE:

A. **GENERAL -** Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

B. **PRODUCT**

a) The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO2 content of 99.5% by weight.

b) The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide suppled shall meet NSF/ANSI 60 Specifications

C. **PURCHASE AND DELIVERY**

a) These specifications provide for the furnishing of Carbon Dioxide for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Carbon Dioxide is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

c) Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation

D. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Carbon Dioxide, delivered FOB to the CITY'S destination.

E. **QUANTITIES** Although not guaranteed, the expected annual quantity of Carbon Dioxide per year at the Dyal Water Treatment Plant is 2,110,000 lbs. per year.

F. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**

a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:

1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

1.02 MINIUM QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The Chemicals for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the respondent's proposal may be grounds for deeming the proposal unresponsive and removing it from further consideration.

1.03 PROJECT COMPLETION TIME

The initial term of the agreement will be for one (1) year with the option to extend for three (3) additional one (1) year periods.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Monday, 06/20/2022 at 8:00am EST**
Pre-Bid Conference	**N/A**
Deadline for Questions	**Friday, 07/01/2022 at 5:00pm EST**
Bid Due Date and Time	**Wednesday, 7/19/2022 at 3:00pm EST**
Anticipated Notice of Intent to Award	**Thursday, 08/04/2022**
City Council Approval of Contract	**Tuesday, 08/23/2022**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents

without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up

by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be no Pre-Bid conference held for this project.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

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

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

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone(321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – Not used

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

3.02 PERFORMANCE AND PAYMENT BONDS-Not Used

3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications for each chemical. A single award or multiple awards may be made as determined by the City and in accordance with Section 4.44 of this announcement.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of

the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

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 the Contractor 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, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the 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
3. 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 the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the 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 the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484,** cshealy@cocoafl.org**, 65 Stone Street, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD ROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If

a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in

effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder 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 Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing

Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, 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 with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify 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 bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the

general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company 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 Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is

engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.

B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.

C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems

appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "A"

Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____ _____

_____

_____

Company Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES:_____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D" Not Used

~~**Bid Security Bond**~~

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022

TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ _____ OF _____ _____ _____;~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~NOTARY PUBLIC _____~~

~~STATE OF _____~~

~~MY COMMISSION EXPIRES: _____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

~~Attorney in Fact for Signature~~	~~Printed Name of Attorney in Fact~~	~~Florida Licensed Agent Signature~~	~~Printed Name of Licensed Agent~~	~~License Surety Number~~

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~Failure to submit this form may be grounds for disqualification of your submittal~~

City of Cocoa | Finance Department | Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity	Unit Price[2]	Delivery Days[3]
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble	Dry Ton	167.00/Year		
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year		
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year		

1-See specifications section for detailed chemical requirements
2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.
3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "F"-Not Used

~~Trench Safety Certification~~

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5 feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

	~~Trench Safety Measure (Description)~~	~~Units of Measure~~	~~Quantity~~	~~Unit Cost~~	~~Extended Cost~~
~~1.~~					
~~2.~~					
~~3.~~					
~~4.~~					
~~5.~~					

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

~~Bidder/Contractor Name:~~ _____

~~Mailing Address:~~ _____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____

~~Authorized Signatory~~ ~~Printed Name~~

_____ _____

~~Title~~ ~~Date~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory — Printed Name

_____ _____

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

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

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 herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **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.

D. **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 herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"

Organizational Information

The Bidder 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/Bidder 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 Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: B-22-12-COC**	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "M"- Not Used

~~Truth-in-Negotiations Certification~~

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~
_____

~~Mailing Address:~~
_____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____
~~Authorized Signatory~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

~~STATE OF~~ _____
~~COUNTY OF~~ _____

~~The foregoing instrument was executed before me this~~ ____ ~~day of~~ _____, 2019, ~~by~~ _____ ~~as~~ _____ ~~of~~ _____, ~~who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced~~ _____ ~~as identification.~~

_____
~~NOTARY PUBLIC, State of~~ _____

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~
~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in 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 contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below 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 Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P"

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: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

CITY OF COCOA

TABULATION SHEET

Water Treatment Chemicals

ITB B-22-12-COC

July 19, 2022

VENDOR	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble Per Dry Ton	Liquid Sodium Hypochlorite, 12.0% -12.5% Per Gallon	Carbon Dioxide, 99.5% Per Pound
1. Matheson Tri Gas, Inc 909 Lake Carolyn Pkwy Irving, TX 75039	NO BID	NO BID	~~13.1925~~ 0.1295
2. Thatcher Chemical of FL PO Box 27407 Salt Lake City, UT 84127	*$2,355.00 ~~471.00~~	NO BID	NO BID
3. Allied Universal Corp 3901 NW 115 Ave Miami, FL 33178	NO BID	1.018	NO BID
4. Kemira Water Sol. 4331 W. 6th St Lawrence, KS 66049	2,761.11	NO BID	NO BID
5. Univar Solution USA 8201 S 212th ST Kent, WA 98032	———	NO BID	———
6. Pencco Inc PO Box 600 San Felipe, TX 77473	———	NO BID	———
7. USALCO, LLC 2601 Cannery Ave Baltimore, MD 21226	———	NO BID	———
8.			
9.			
10.			

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from

* Bid revised on 7/22/22 due to a misinterpretation of unit price calculation. S.D.K

BURNETT LIME COMPANY, INC.

7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690 WWW.BURNETT-INC.COM

August 11, 2022

Mr. Sean McFarland
Water Treatment Manager
City of Cocoa Utilities

Subject: Statement of Sole Source for the CAL~FLO® System and Slurry

Burnett Lime Company, Inc., manufactures the product, CAL~FLO® Lime Slurry. Burnett Lime Company, Inc. is the exclusive representative for CAL~FLO® Lime Slurry and the patented CAL~FLO® Lime Slurry Systems within the State of Florida for the purchase of new products, OEM repair parts, repairs, and maintenance.

CAL≋FLO is a Burnett Lime Company, Inc. trademark, which is proprietary processed, produced, and sold to have the lowest crystalline silica levels as compared to any generic slurry product on the market. With reduced sand and silica levels the utility will receive the maximum chemical purity and reactivity, while avoiding the maintenance problems common to larger lime and silica particulates. Using CAL~FLO slurry, the CAL~FLO system is functionally guaranteed against storage tank sediment or clogged feed lines for the life of the system.

No other representative can sell CAL≋FLO products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Burnett Lime Company, Inc. For the best long-term use of the CAL~FLO system, an annual service to the mixer and feed pumps are recommended. Burnett can provide certified field technicians for service work to handle pump repairs or maintenance to change oil, pump seats/tubes and Cater tubes. A quote for the annual PM is available upon request.

Pricing: The delivered price for CAL~FLO slurry to Dyal WTP will be $0.089 per liquid pound. This price will be firm for the physical year October 1, 2022 – September 30, 2023.

Your contact for CAL~FLO® Lime Slurry is:

Name	Andrew Cannon or Teresa Johnson
Address	7095 Hwy 11, Campobello, SC 29322
Phone	864-592-1658
Email	acannon@burnett-inc.com cc: tjohnson@burnett-inc.com

Best regards,

Hugh Burnett, Vice-President
BURNETT LIME COMPANY, INC.
7095 Highway 11
Campobello, SC 29322
Phone: 864-592-1658
Fax: 864-592-1690
Email: hburnett@burnett-inc.com

RESOLUTION NO. 2022-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 27th day of September, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2022-098

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Cal-Flo Lime Slurry from Burnett Lime Company, Inc., 7095 Hwy 11, Campobello, SC.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
Advanced Det. Security (ADS)	7942	PW	☐	☐	☒	AES Radio, Fire, Security, Sprinkler Monitoring, Annual T&I
ACOM	7486	IT	☒	☐	☐	Maint. & licensing for check printing system,
Aerzen USA Corp.	6522	UT-SELLERS	☒	☐	☐	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	UT-SELLERS	☒	☐	☐	Parts for Belt Filter presses
AWC Inc.	9206	UT	☒	☐	☐	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	UT	☒	☐	☐	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Blue Ally (Datrium)	10222	IT	☒	☐	☐	Datrium licensing and maint. Hyper-converge computing infrastructure.
BorderLan (KnowBe4)	10354	IT	☐	☒	☐	Cyber security training platform
Burnett Lime Company Inc.	8684	UT	☐	☒	☐	CAL-FLO chemical
Business Oriented Software Solutions, Inc (BOSS)	9803	IT	☒	☐	☐	IT Helpdesk & Asset Management
Canon Solution America Inc	9643	UT-ADMIN	☒	☐	☐	Service & support for full-size plotter
Carter & Ver Planck Inc.	882	UT-SELLERS	☒	☐	☐	Parts & Service of Flowserve Pumps
CivicPlus	8911	IT	☒	☐	☒	Design, hosting services, and a content management system for the City's website
Culligan Water Products	1668	UT	☐	☐	☒	Services & supplies for Culligan Deionized Water Systems
Cummins Power South	10276	UT-SELLERS	☐	☒	☐	Standby Generator Repair & Parts for Cummins Generator
Diversified Engineering Intl	8095	UT	☒	☐	☐	Risk management training, maintenance & documentation (Dyal)
DLT Solutions LLC	6248	UT	☒	☐	☐	AutoCAD software & licensing
DRV Tech (Spoolflex)	8353	IT	☒	☐	☐	Provides maintenance and licensing for the City's I-Series print spooler system (Spoolflex)
Dude Solutions Inc.	10225	PW	☒	☐	☒	(PW) Work Order System Yearly License
E.H. Wachs Company	5977	UT	☒	☐	☐	Repair & Equipment Guillotine Saw & Automated Valve truck/trailer
Environmental Express	9775	UT	☒	☐	☐	Bac T containers and TSS filters
ERA – A Waters Company	3444	UT	☒	☐	☐	Proficiency test & demonstration of capability annual certification
ESRI – Environmental Sys Research	4135	PW	☐	☐	☒	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging Svc Inc	9901	HR	☒	☐	☒	Employee HID Cards
Faster Asset Solutions	7814	PW-FLEET	☒	☐	☒	Service provider for "faster" Fleet Management System

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
Fisher	115	UT	☒	☐	☐	Instruments and chemicals
Florida High Speed Internet (FLHSI)	10134	IT	☐	☒	☐	Leased Circuits (PD/EOC), Fiber Optic Infrastructure, wireless communications, SIP Trunks.
Fort Bend Services Inc	7149	UT	☒	☐	☐	LT-27 Polymer
Gerber Pumps Intl.	1449	UT	☒	☐	☒	DISCFLO pumps
Granicus	9009	IT	☒	☐	☒	Provides maintenance and licensing for the City's agenda platform and video recording in Council Chambers
HACH Equipment Company	93	UT	☐	☐	☒	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc	2780	UT-ADMIN	☐	☐	☒	Idexx supplies for water testing
Industrial Chemicals Inc	8632	UT	☐	☐	☒	Superfloc Polymer
Insource Software Solutions Inc.	9591	UT	☒	☐	☐	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	PW	☒	☐	☐	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	IT	☒	☐	☒	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Municipal Code Corporation (Municode)	1766	IT	☒	☐	☒	City of Cocoa Code Book Supplements
Orange County Utilities/ Water Quality	8827	UT	☐	☒	☐	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pathsolutions.com	9587	IT	☒	☐	☐	Provides maintenance and licensing for the City's network path management system
Pro-Co Inc.	8446	UT	☒	☐	☐	Rexa Valve Actuators
S & L Materials Inc.	9189	PW	☒	☐	☐	Shell Rock Road Base Material
Solid Waste Management	5123	UT	☐	☒	☐	Landfill
Sonitrol of Florida East Coast	8214	UT-DYAL	☐	☒	☐	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	PW-FLEET	☒	☐	☐	Parts & Service for Sutphen Fire Apparatus
Stantec Consulting Service Inc.	10139	IT	☒	☐	☐	Rate models & financial data

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

Approved By:
Purchasing Manager:
Finance Director
City Manager:



PURCHASING DIVISION
10/1/20

EXEMPT VENDOR LISTING FY21

Approved vendors are exempt from competitive bid, purchase or quote. Requisitions for vendors listed are coded 017.

Approved Vendor	Vendor Number	Department	Single Source	Sole Source	Standardized Source	Product/Service
TEAM Industrial Services, Inc.	9615	UT	☒	☐	☐	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	PW-FLEET	☒	☐	☐	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	UT	☒	☐	☐	Sensors & Software GPR locating units and related parts
Trane Maitland	9530	UT-DYAL	☒	☐	☒	Trane HVAC Equipment & Tracer Summit Building Automation System
Trane Orlando Company	6762	PW	☒	☐	☒	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	10105	UT-SELLERS	☒	☐	☐	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Vermont Systems	8919	IT	☒	☐	☐	Provides maintenance and licensing for the City's leisure services system
Water Treatment & Controls Co.	1345	UT	☒	☐	☐	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Siemens Deplox Chlorine monitor, Deplox Chlorine and Fluoride Analyzers
Xylem Water Solutions USA, Inc. PA	1240	UT	☒	☐	☐	Wedeco ozone generator systems hardware, software, programming, repair & maintenance
Xylem Water Solutions USA, Inc. FL	9534	UT	☒	☐	☐	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Exempt vendors must have supporting justification for use. Use of Single Source, provide OEM, Authorized Distributor, Dealer of Record or Re-Seller company letterhead memo stating authorization to provide product or services. Use of Sole Source, only one supplier capable of delivering service or product must have memo with company letterhead to justify. Use of Standardization Source must accompany justification of department impact statement to standardize with use of single or sole source if choosing to standardize product or services.

CITY OF COCOA

SERVICE CONTRACT

B-22-12-COC-A

WATER TREATMENT CHEMICALS – CARBON DIOXIDE

MATHESON TRI-GAS INC.

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

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SERVICE AGREEMENT

Water and Wastewater Treatment Chemicals for Dyal Water Treatment Plant

THIS AGREEMENT ("Agreement") is made the 25th day of August, 2022, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "CITY," and MATHESON TRI-GAS, INC., with its principal place of business located at 909 Lake Carolyn Pkwy, STE 1300, Irving, TX, 75039, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain water treatment chemicals as are necessary for the functioning of the Dyal Water Treatment Plant to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and CITY are hereby bound by the terms and conditions of this Agreement. CITY and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Purchase Order, attached hereto as **Exhibit "A"** and incorporated by reference; and by the CITY's Invitation to Bid Number ITB B-22-12-COC, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, SERVICE PROVIDER comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, CITY shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will provide services related to the transportation and delivery of chemicals, specifically Carbon Dioxide, for water and wastewater treatment at the Dyal Wastewater Plant, as are described in **Exhibit "B,"** attached hereto and incorporated herein by this reference, generally referred to as "Services" herein. SERVICE PROVIDER shall ensure that the Carbon Dioxide provided to CITY meets the quality and purity standards outlined in **Exhibit "B."**

Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Carbon Dioxide.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to come to the CITY's Dyal Water Treatment Plant, or such other places as reasonably designated by the CITY, to perform the Services as necessary. The address of the Dyal Water Treatment Plant and other such places designated by the CITY for service are provided in **Exhibit "B,"** and are incorporated herein by reference. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE

TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to CITY shall be delivered on an as-needed basis to CITY. Deliveries are FOB to the CITY's destination. When Services are required, CITY shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the CITY. CITY shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the CITY operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work as reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITYs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER'S Bid Price Schedule, which is found in SERVICE PROVIDER'S Response to ITB B-22-12-COC. SERVICE PROVIDER'S Response to ITB B-22-12-COC and the Bid Price Schedule contained therein are attached hereto as **Exhibit "C,"** and are incorporated by reference. Pursuant to **Exhibit "B,"** delivery shall be FOB to the CITY's destination. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of

such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be as contained in **Exhibit "B."** The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The CITY's City Manager may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

For purposes of this indemnification only, SERVICE PROVIDER shall indemnify the CITY for claims made by the employees of SERVICE PROVIDER, and SERVICE PROVIDER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER 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 under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

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

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER 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 public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER 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 any time. 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 SERVICE PROVIDER, 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 SERVICE PROVIDER.

C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. THE SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of $1,000,000 per occurrence and $2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:
MATHESON TRI-GAS, INC.
909 Lake Carolyn Pkwy, STE 1300
Irving, TX, 75039
Att'n: Product Management.

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.

SECTION TWELVE
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER 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.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN

MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this agreement without a writing.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. 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. SERVICE PROVIDER 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.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in **Exhibit "B."** SERVICE PROVIDER shall ensure, as provided in **Exhibit "B,"** that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws, related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.

14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state, and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of its product, as applicable. SERVICE PROVIDER shall provide this assistance at no charge to the CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.

16. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.

17. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER'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; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a

breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

    B. Have not, within the preceding five-year period, 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 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 or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

    D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

    Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

    A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

    B. This Agreement;

    C. Exhibits to this Agreement.

    Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

Steve Foster

Printed Name: Steve Foster

Title: EVP & CFO

Date: 9-1-2022

CITY OF COCOA:

Stockton Whitten, City Manager

Date:

ATTEST:

Carie Shealy, City Clerk, MMC

EXHIBIT A

City of Cocoa Purchase Order Terms and Conditions

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and

from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are

any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller 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. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller 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. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller 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 is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

EXHIBIT B

Invitation to Bid B-22-12-COC
Published June 20, 2022

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

The City of Cocoa is accepting sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide water and wastewater treatment chemicals, as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Liquid Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be no Pre-Bid conference held for this project.

Questions regarding this solicitation must be received in writing at the address above no later than **Friday, July 01, 2022, at 5:00PM.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award

bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022

TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

SECTION 1 INTRODUCTION

1. The City of Cocoa's Purchasing Department, on behalf of City of Cocoa Dyal Water Treatment Plant, representing Cocoa Utilities Department, is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

1.01 DESCRIPTION OF WORK

Contractor(s) warrant that chemicals provided as a result of this ITB:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
b. Conform to the general chemical specifications contained herein
c. Are free from impurities of any kind

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City promptly replace with item that meets specifications.

Chemical Specifications:

The type and general description of chemicals are provided in this section.

1. **LIQUID FERRIC SULFATE**:

A. **GENERAL -** The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

B. **PRODUCT**

a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.
c) The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable

for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

d) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron……..0.1% max
Free Acid (as % H2SO4)…….0.25% max
% Insoluble…….0.1% max

e) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic……1 mg/kg
Cadmium……...0.5 mg/kg
Chromium……..……10 mg/kg
Lead……..1.0 mg/kg
Mercury……0.2 mg/kg
Selenium…….2 mg/kg
Silver……10 mg/kg
Nitrites (as N)……..75 mg/kg
Total Organic Carbon…0 mg/kg
Nickel……..…..40 mg/kg
Beryllium…….1.0 mg/kg
Thallium…….10.0 mg/
Total Nitrate and Nitrite (as N)……150 mg/kg

Copper…….....5 mg/kg
Zinc……...15 mg/kg
Manganese……..120 mg/kg
Barium……. 10 mg/kg
Chloride……..100 mg/kg
Fluoride……60 mg/kg
Titanium……...50 mg/kg
Nitrates (as N)……..75 mg/kg
Sodium…….1000 mg/kg
Molybdenum……10 mg/kg
Antimony……1.0 mg/kg
Cyanide……...1.0 mg/kg

f) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.

g) The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 1, subsection 1Ba, 1Bd and 1Be.

C. QUALITY CONTROL AND TESTING

a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.

b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.

c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

D. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

E. **PURCHASE AND DELIVERY**

a) These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Liquid Ferric Sulfate shall be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.

d) The CITY shall have sole discretion as to when deliveries are to be received.

e) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of dry tons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

f) The Contractor shall ensure all hoses used in unloading of chemicals are in good condition. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the City's storage tanks. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

g) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.

h) All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
- Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

i) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will

be retained by the Contractor. If required by the City the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

j) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

F. **BID PRICES** - The price quoted shall be firm and based on a per ton basis of Ferric Iron (Fe+3), delivered FOB to the CITY'S destination.

G. **QUANTITIES** – Approximately 167.00 dry tons (more or less) of dry Ferric Iron (Fe+3). The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

H. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

I. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.

b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill of leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole

responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.

c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

J. MATERIAL SAFETY DATA SHEET SUBMITTAL

a) The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment for each Participating Public Agency request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

K. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

2. LIQUID SODIUM HYPOCHLORITE:

A. **GENERAL –** The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

B. **PRODUCT**

a) The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.0 - 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below

Trade Percent/Percent by Volume	12 – 12.5 %
Specific Gravity	1.159 – 1.169
pH	12.5 – 13.0
Iron	01 – 0.2 mg/L
Chlorate	500 – 1000 mg/L
Bromate	Not Detected

b) The Liquid Sodium Hypochlorite shall have a Greenish-yellow liquid appearance.

C. **QUALITY CONTROL AND TESTING**

a) The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
b) If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
c) All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

D. **PURCHASE AND DELIVERY**

a) Delivery of Liquid Sodium Hypochlorite shall be made to the:
   - Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
   - Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Liquid Sodium Hypochlorite is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.
d) The CITY shall have sole discretion as to when deliveries are to be received.
e) The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
   1) date of delivery,
   2) Bill of Lading/Weigh Slip Number
   3) gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   4) tare weight of delivery vehicle in pounds, and
   5) net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   6) Number of gallons

f) The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.
g) Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
h) The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
i) The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tank along with the correct cam-lock fitting.
j) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of pounds. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

k) The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

l) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.

m) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

n) Should the bidder deliver Liquid Sodium Hypochlorite which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Sodium Hypochlorite with materials which meet the requirements of this specification at no additional cost to the CITY.

E. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Liquid Sodium Hypochlorite, delivered FOB to the CITY'S destination.

F. **QUANTITIES**

a) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Dyal Water Treatment Plant, Wewahootee, and the Remote Booster Stations is 625,000 gallons**.

b) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Sellers Water Reclamation Plant is 196,000 gallons**.

G. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**

a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:

1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

3. CARBON DIOXIDE:

A. **GENERAL -** Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

B. **PRODUCT**

a) The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO2 content of 99.5% by weight.

b) The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide suppled shall meet NSF/ANSI 60 Specifications

C. **PURCHASE AND DELIVERY**

a) These specifications provide for the furnishing of Carbon Dioxide for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Carbon Dioxide is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

c) Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation

D. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Carbon Dioxide, delivered FOB to the CITY'S destination.

E. **QUANTITIES** Although not guaranteed, the expected annual quantity of Carbon Dioxide per year at the Dyal Water Treatment Plant is 2,110,000 lbs. per year.

F. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**

a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:

1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

1.02 MINIUM QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The Chemicals for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the respondent's proposal may be grounds for deeming the proposal unresponsive and removing it from further consideration.

1.03 PROJECT COMPLETION TIME

The initial term of the agreement will be for one (1) year with the option to extend for three (3) additional one (1) year periods.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Monday, 06/20/2022 at 8:00am EST**
Pre-Bid Conference	**N/A**
Deadline for Questions	**Friday, 07/01/2022 at 5:00pm EST**
Bid Due Date and Time	**Wednesday, 7/19/2022 at 3:00pm EST**
Anticipated Notice of Intent to Award	**Thursday, 08/04/2022**
City Council Approval of Contract	**Tuesday, 08/23/2022**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents

without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up

by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be no Pre-Bid conference held for this project.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

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

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

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone(321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – Not used

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

3.02 PERFORMANCE AND PAYMENT BONDS-Not Used

3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications for each chemical. A single award or multiple awards may be made as determined by the City and in accordance with Section 4.44 of this announcement.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of

the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

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 the Contractor 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, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the 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
3. 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 the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the 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 the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484,** cshealy@cocoafl.org**, 65 Stone Street, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD ROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If

a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in

effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder 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 Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing

Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, 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 with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify 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 bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the

general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company 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 Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is

engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems

appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "A"

Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____ _____

_____

_____

Company Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES:_____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D" Not Used

~~**Bid Security Bond**~~

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ _____ OF _____ _____ _____;~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~NOTARY PUBLIC _____~~

~~STATE OF _____~~

~~MY COMMISSION EXPIRES: _____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

~~Attorney in Fact for Signature~~	~~Printed Name of Attorney in Fact~~	~~Florida Licensed Agent Signature~~	~~Printed Name of Licensed Agent~~	~~License Surety Number~~

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

City of Cocoa | Finance Department | Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity	Unit Price[2]	Delivery Days[3]
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble	Dry Ton	167.00/Year		
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year		
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year		

1-See specifications section for detailed chemical requirements
2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.
3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "F"-Not Used

~~Trench Safety Certification~~

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5 feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

	~~Trench Safety Measure (Description)~~	~~Units of Measure~~	~~Quantity~~	~~Unit Cost~~	~~Extended Cost~~
~~1.~~					
~~2.~~					
~~3.~~					
~~4.~~					
~~5.~~					

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

~~Bidder/Contractor Name:~~ _____

~~Mailing Address:~~ _____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____

~~Authorized Signatory~~ ~~Printed Name~~

_____ _____

~~Title~~ ~~Date~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory — Printed Name

_____ _____

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"

Drug-Free Workplace Certification

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

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 herein, is truthful and correct at the time of submission.

_____

AFFIANT SIGNATURE

_____

Typed Name of AFFIANT

_____

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **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.

D. **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 herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"

Organizational Information

The Bidder 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/Bidder 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 Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: B-22-12-COC**	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "M"- Not Used

~~Truth-in-Negotiations Certification~~

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~
_____
_____

~~Mailing Address:~~
_____
_____
_____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____
~~Authorized Signatory~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

~~STATE OF~~ _____
~~COUNTY OF~~ _____
_____

~~The foregoing instrument was executed before me this~~ ____ ~~day of~~ _____, ~~2019, by~~ _____ ~~as~~ _____ ~~of~~ _____, ~~who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced~~ _____ ~~as identification.~~
_____

_____
_____ ~~NOTARY PUBLIC, State of~~ _____

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~
~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in 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 contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below 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 Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P"

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: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

EXHIBIT C

Matheson Tri-Gas Inc. Response
Publicly Opened July 19, 2022

City of Cocoa | Finance Department | Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity	Unit Price[2]	Delivery Days[3]
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble	Dry Ton	167.00/Year		
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year		
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year	$0.1295	Two (2)

1-See specifications section for detailed chemical requirements
2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.
3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: Matheson Tri-Gas, Inc.

Mailing Address: 909 Lake Carolyn Pkwy Ste 1300 Irving, TX 75039

Telephone Number: 9725604749 Fax Number: _____ E-mail Address: jowen@mathesongas.com

X Steve Foster Steve Foster FEIN: 742460354 DUNS: 179092028
Authorized Signatory Printed Name

EVP and CFO _____ CAGE Code: 0B434
Title Date As issued through www.sam.gov

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this 18th day of July, 2022 by Steve Foster as EVP & CFO of Matheson Tri-Gas, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced personally known as identification.

(stamp) MICHELLE SMITH
Notary ID #132099316
My Commission Expires
July 16, 2023

Michelle Smith
NOTARY PUBLIC, State of Texas

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: Matheson Tri-Gas, Inc.
909 Lake Carolyn Pkwy STE 1300
Irving, TX 75039

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

MATHESON
...The Gas Professionals™

909 Lake Carolyn Pkwy
Suite 1300
Irving, TX 75039

Tel : 214.604.9563
www.mathesongas.com

July 18, 2022

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, FL 32922

RE: ITB B-22-12-COC WATER AND WASTEWATER TREATMENT CHEMICALS

Matheson Tri-Gas, Inc. is pleased to submit a bid to City of Cocoa to supply Bulk Liquid Carbon Dioxide to its treatment plant and bulk storage tank; FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

- Matheson will be bidding a price for liquid carbon dioxide at $0.1295/lb. for a 12 month agreement term.
- Please see required documents requested in this referenced solicitation.

Thank you for the opportunity to bid on your bulk carbon dioxide supply. We look forward to servicing your plant with reliable, safe, and an economic supply of product. If Matheson is awarded lowest bidder, Matheson may decline acceptance. This bid proposal is for commercial discussion purposes only. Please feel free to contact me if you have any questions.

Best Regards,

Jon Owen
Inside Bulk Sales Representative
MATHESON
909 Lake Carolyn Pkwy. Ste. 1300
Irving, Texas 75039
Cell: 214.604.9563
jowen@mathesongas.com
www.mathesongas.com

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Carbon Dioxide				
Type of Project/Service: Supply				
Address: 306 E. Jackson St. Tampa FL				
Contracting Agency/Client: City of Tampa				
Contact Name and Phone #: Celeste Gibbons-Peoples 813 274 8351				
Contact Email Address and Fax #:				
Contract Amount: >50K	Start Date:	Current	End Date:	On-Going
Project #2:				
Project Name: Carbon Dioxide				
Type of Project/Service: Supply				
Address: PO Box 4036 West Palm Beach FL				
Contracting Agency/Client: Palm Beach County				
Contact Name and Phone #: Staci Machado 561 616 6835				
Contact Email Address and Fax #:				
Contract Amount: 100K	Start Date:	Current	End Date:	On-Going
Project #3:				
Project Name: Oxygen				
Type of Project/Service: Supply				
Address: 8100 Presidents Dr. Orlando FL				
Contracting Agency/Client: Orange Co. Utilities				
Contact Name and Phone #: Fabana Kajoni 407 836 6979				
Contact Email Address and Fax #:				
Contract Amount: 750K	Start Date:	Current	End Date:	On-Going
Project #4:				
Project Name: Oxygen				
Type of Project/Service: Supply				
Address: 455 Moccasin Bend Rd Chattanooga TN				
Contracting Agency/Client: City of Chattanooga				
Contact Name and Phone #: Jacob McCrary 423 762 3504				
Contact Email Address and Fax #:				
Contract Amount: 750K	Start Date:	Current	End Date:	On-Going
Project #5:				
Project Name: Carbon Dioxide				
Type of Project/Service: Supply				
Address: 2200 Second Street Ft Myers FL				
Contracting Agency/Client: City of Fort Myers				
Contact Name and Phone #: Jacqueline Cora 239 321 7232				
Contact Email Address and Fax #:				
Contract Amount: >90K	Start Date:	Current	End Date:	On-Going

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Safety Data Sheet

Material Name: CARBON DIOXIDE, LIQUID **SDS ID: 00225010**

Section 1 - PRODUCT AND COMPANY IDENTIFICATION

Material Name
CARBON DIOXIDE, LIQUID
Synonyms
CARBONIC ACID; CARBON DIOXIDE LIQUID; CARBON DIOXIDE, REFRIGERATED LIQUID; CARBONIC ANHYDRIDE, REFRIGERATED LIQUID; UN 2187; CO2
Chemical Family
inorganic liquid
Product Description
Classification determined in accordance with Compressed Gas Association standards.
Product Use
industrial.
Restrictions on Use
None known.
Details of the supplier of the safety data sheet
MATHESON TRI-GAS, INC.
909 Lake Carolyn Parkway
Suite 1300
Irving, TX 75039
General Information: 1-800-416-2505
Emergency #: 1-800-424-9300 (CHEMTREC)
Outside the US: 703-527-3887 (Call collect)

Section 2 - HAZARDS IDENTIFICATION

Classification in accordance with paragraph (d) of 29 CFR 1910.1200.
Gases Under Pressure - Refrigerated liquefied gas
Simple Asphyxiant
GHS Label Elements
Symbol(s)



Signal Word
Warning
Hazard Statement(s)
Contains refrigerated gas; may cause cryogenic burns or injury.
May displace oxygen and cause rapid suffocation.
Precautionary Statement(s)
Prevention
Wear cold insulating gloves/face shield/eye protection.
Response
Thaw frosted parts with lukewarm water. Do not rub affected area.
Get immediate medical advice/attention.
Storage

Store in a well-ventilated place.

Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

Other Hazards

May cause frostbite upon sudden release of liquefied gas.

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Component Name	Percent
124-38-9	Carbon dioxide	100

Section 4 - FIRST AID MEASURES

Inhalation

If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. If breathing is difficult, oxygen should be administered by qualified personnel. Get immediate medical attention.

Skin

If frostbite or freezing occur, immediately flush with plenty of lukewarm water (105-115°F; 41-46°C). DO NOT USE HOT WATER. If warm water is not available, gently wrap affected parts in blankets. Get immediate medical attention.

Eyes

Immediately flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

Ingestion

If swallowed, get medical attention.

Most Important Symptoms/Effects

Acute

May cause cryogenic burns, frostbite

Delayed

no information on significant adverse effects.

Note to Physicians

For inhalation, consider oxygen.

Section 5 - FIRE FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media

Use extinguishing agents appropriate for surrounding fire.

Unsuitable Extinguishing Media

Do not direct water at source of leak or safety devices; icing may occur.

Special Hazards Arising from the Chemical

Negligible fire hazard. Containers may rupture or explode if exposed to heat.

Hazardous Combustion Products

Oxides of carbon, Oxygen

Fire Fighting Measures

Move container from fire area if it can be done without risk. Damaged cylinders should be handled only by specialists. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Do not direct water at source of leak or safety devices; icing may occur. Withdraw immediately in case of rising sound from venting safety device or any discoloration of tanks due to fire. Stay away from the ends of tanks. For tank, rail car or tank truck, evacuation radius: 800 meters (1/2 mile). Use extinguishing agents appropriate for surrounding fire. Cool containers with water spray until well after the fire is out. Do not get water directly on material. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas.

Special Protective Equipment and Precautions for Firefighters
Wear full protective fire fighting gear including self contained breathing apparatus (SCBA) for protection against possible exposure.

Section 6 - ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures
Wear personal protective clothing and equipment, see Section 8.
Methods and Materials for Containment and Cleaning Up
Do not touch or walk through spilled material. Stop leak if possible without personal risk. If possible, turn leaking containers so that gas escapes rather than liquid. Use water spray to reduce vapors or divert vapor cloud drift. Keep unnecessary people away, isolate hazard area and deny entry. Ventilate closed spaces before entering. Prevent entry into sewers, drains, ditches, underground or confined spaces and waterways. Damaged cylinders should be handled only by specialists.
Environmental Precautions
Avoid release to the environment.

Section 7 - HANDLING AND STORAGE

Precautions for Safe Handling
Wear cold insulating gloves/face shield/eye protection. Avoid breathing dust/fume/gas/mist/vapors/spray. Use only outdoors or in a well-ventilated area.
Conditions for Safe Storage, Including any Incompatibilities
Store in a well-ventilated place.
Store in a well-ventilated area. Keep container tightly closed. Keep locked up. Store and handle in accordance with all current regulations and standards. Keep container tightly closed. Keep locked up. Protect from physical damage. Store in a well-ventilated area. Subject to storage regulations: U.S. OSHA 29 CFR 1910.101. Keep separated from incompatible substances.
Incompatible Materials
combustible materials, oxidizing materials, metal salts, reducing agents, metal carbide, metals, bases, potassium, sodium, ethyleneimine

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

Component Exposure Limits

Carbon dioxide	**124-38-9**
ACGIH:	5000 ppm TWA
	30000 ppm STEL
NIOSH:	5000 ppm TWA ; 9000 mg/m3 TWA
	30000 ppm STEL ; 54000 mg/m3 STEL
	40000 ppm IDLH
Europe:	5000 ppm TWA ; 9000 mg/m3 TWA
OSHA (US):	5000 ppm TWA ; 9000 mg/m3 TWA
Mexico:	5000 ppm TWA [VLE-PPT]

	30000 ppm STEL [PPT-CT]

ACGIH - Threshold Limit Values - Biological Exposure Indices (BEI)
There are no biological limit values for any of this product's components.
Engineering Controls
Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.
Individual Protection Measures, such as Personal Protective Equipment
Eye/face protection
Wear splash resistant safety goggles with a faceshield. Contact lenses should not be worn. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.
Skin Protection
For the gas: Protective clothing is not required. For the liquid: Wear appropriate protective, cold insulating clothing.
Respiratory Protection
The following respirators and maximum use concentrations are drawn from NIOSH and/or OSHA. 40,000 ppm. Any supplied-air respirator. Any self-contained breathing apparatus with a full facepiece. Emergency or planned entry into unknown concentrations or IDLH conditions -. Any self-contained breathing apparatus that has a full facepiece and is operated in a pressure-demand or other positive-pressure mode. Any supplied-air respirator with a full facepiece that is operated in a pressure-demand or other positive-pressure mode in combination with an auxiliary self-contained breathing apparatus operated in pressure-demand or other positive-pressure mode. Escape -. Any appropriate escape-type, self-contained breathing apparatus.
Glove Recommendations
Wear appropriate protective, cold insulating clothing.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance	colorless gas	**Physical State**	gas
Odor	odorless	**Color**	colorless
Odor Threshold	Not available	**pH**	Not available
Melting Point	-70 - -56.56 °C (-94 - -70 °F)	**Boiling Point**	-78.5 - -61.7 °C (-109 - -79 °F)
Boiling Point Range	Not available	**Freezing point**	Not available
Evaporation Rate	Not available	**Flammability (solid, gas)**	Not available
Autoignition Temperature	Not available	**Flash Point**	(None)
Lower Explosive Limit	Not available	**Decomposition temperature**	Not available
Upper Explosive Limit	Not available	**Vapor Pressure**	569 mmHg @ -82 °C
Vapor Density (air=1)	1.5	**Specific Gravity (water=1)**	1.101 at -37 °C
Water Solubility	(Soluble)	**Partition coefficient: n-octanol/water**	Not available

Viscosity	7.01E-05 Pa.s	**Kinematic viscosity**	Not available
Solubility (Other)	Not available	**Density**	Not available
Physical Form	compressed, liquefied gas	**Sublimation**	-78.5 °C (-109 °F)
Taste	acid taste	**Volatility by Volume**	100 %
Molecular Formula	C-02	**Molecular Weight**	44.01
triple point	-56.6 °C		

Solvent Solubility
Soluble
Hydrocarbons, organic solvents, acetone, alcohol

Section 10 - STABILITY AND REACTIVITY

Reactivity
Containers may rupture or explode if exposed to heat.
Chemical Stability
Stable at normal temperatures and pressure.
Possibility of Hazardous Reactions
Will not polymerize.
Conditions to Avoid
Protect from physical damage and heat. Containers may rupture or explode if exposed to heat. Avoid contact with water or moisture.
Incompatible Materials
combustible materials, oxidizing materials, metal salts, reducing agents, metal carbide, metals, bases, potassium, sodium, ethyleneimine
Hazardous decomposition products
Oxides of carbon, Oxygen

Section 11 - TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure
Inhalation
ringing in the ears, nausea, irregular heartbeat, headache, drowsiness, dizziness, tingling sensation, visual disturbances, suffocation, convulsions, coma
Skin Contact
blisters, frostbite
Eye Contact
frostbite, blurred vision
Ingestion
frostbite
Acute and Chronic Toxicity
Component Analysis - LD50/LC50
The components of this material have been reviewed in various sources and no selected endpoints have been identified.
Product Toxicity Data
Acute Toxicity Estimate

No data available.

Immediate Effects

May cause cryogenic burns, frostbite

Delayed Effects

no information on significant adverse effects.

Irritation/Corrosivity Data

May cause cryogenic burns.

Respiratory Sensitization

No data available.

Dermal Sensitization

No data available.

Component Carcinogenicity

None of this product's components are listed by ACGIH, IARC, NTP, DFG or OSHA.

Germ Cell Mutagenicity

No data available.

Tumorigenic Data

No data available

Reproductive Toxicity

No data available.

Specific Target Organ Toxicity - Single Exposure

No target organs identified.

Specific Target Organ Toxicity - Repeated Exposure

No target organs identified.

Aspiration hazard

Not applicable.

Medical Conditions Aggravated by Exposure

heart or cardiovascular disorders, respiratory disorders

Section 12 - ECOLOGICAL INFORMATION

Component Analysis - Aquatic Toxicity

No LOLI ecotoxicity data are available for this product's components.

Persistence and Degradability

No data available.

Bioaccumulative Potential

No data available.

Mobility

No data available.

Section 13 - DISPOSAL CONSIDERATIONS

Disposal Methods

Dispose in accordance with all applicable regulations.

Component Waste Numbers

The U.S. EPA has not published waste numbers for this product's components.

Section 14 - TRANSPORT INFORMATION

US DOT Information:

Shipping Name: CARBON DIOXIDE, REFRIGERATED LIQUID

Hazard Class: 2.2

UN/NA #: UN2187

Required Label(s): 2.2

IMDG Information:
Shipping Name: CARBON DIOXIDE, REFRIGERATED LIQUID
Hazard Class: 2.2
UN#: UN2187
Required Label(s): 2.2
International Bulk Chemical Code
This material does not contain any chemicals required by the IBC Code to be identified as dangerous chemicals in bulk.

Section 15 - REGULATORY INFORMATION

U.S. Federal Regulations
None of this product's components are listed under SARA Sections 302/304 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), or require an OSHA process safety plan.
SARA Section 311/312 (40 CFR 370 Subparts B and C) reporting categories
Gas Under Pressure; Simple Asphyxiant
U.S. State Regulations
The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA
Carbon dioxide	**124-38-9**	Yes	Yes	Yes	Yes	Yes

California Safe Drinking Water and Toxic Enforcement Act (Proposition 65)
Not listed under California Proposition 65.
Component Analysis - Inventory
Carbon dioxide (124-38-9)

US	CA	AU	CN	EU	JP - ENCS	JP - ISHL	KR KECI - Annex 1	KR KECI - Annex 2
Yes	DSL	Yes	Yes	EIN	Yes	Yes	Yes	No

KR - REACH CCA	MX	NZ	PH	TH-TECI	TW, CN	VN (Draft)
No	Yes	Yes	Yes	Yes	Yes	Yes

Section 16 - OTHER INFORMATION

NFPA Ratings
Health: 3 Fire: 0 Instability: 0 Other: SA
Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe
Summary of Changes
Updated: 02/03/2017
Key / Legend
ACGIH - American Conference of Governmental Industrial Hygienists; ADR - European Road Transport; AU - Australia; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CA/MA/MN/NJ/PA - California/Massachusetts/Minnesota/New Jersey/Pennsylvania*; CAS - Chemical Abstracts Service; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CFR - Code of Federal Regulations (US); CLP - Classification, Labelling, and Packaging; CN - China; CPR - Controlled Products Regulations; DFG - Deutsche Forschungsgemeinschaft; DOT - Department of Transportation; DSD - Dangerous Substance Directive;

DSL - Domestic Substances List; EC – European Commission; EEC - European Economic Community; EIN - European Inventory of (Existing Commercial Chemical Substances); EINECS - European Inventory of Existing Commercial Chemical Substances; ENCS - Japan Existing and New Chemical Substance Inventory; EPA - Environmental Protection Agency; EU - European Union; F - Fahrenheit; F - Background (for Venezuela Biological Exposure Indices); IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; ICAO - International Civil Aviation Organization; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; ISHL - Japan Industrial Safety and Health Law; IUCLID - International Uniform Chemical Information Database; JP - Japan; Kow - Octanol/water partition coefficient; KR KECI Annex 1 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL); KR KECI Annex 2 - Korea Existing Chemicals Inventory (KECI) / Korea Existing Chemicals List (KECL) , KR - Korea; LD50/LC50 - Lethal Dose/ Lethal Concentration; KR REACH CCA - Korea Registration and Evaluation of Chemical Substances Chemical Control Act; LEL - Lower Explosive Limit; LLV - Level Limit Value; LOLI - List Of LIsts™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; MX – Mexico; Ne- Non-specific; NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; Nq - Non-quantitative; NSL – Non-Domestic Substance List (Canada); NTP - National Toxicology Program; NZ - New Zealand; OSHA - Occupational Safety and Health Administration; PEL- Permissible Exposure Limit; PH - Philippines; RCRA - Resource Conservation and Recovery Act; REACH- Registration, Evaluation, Authorisation, and restriction of Chemicals; RID - European Rail Transport; SARA - Superfund Amendments and Reauthorization Act; Sc - Semi-quantitative; STEL - Short-term Exposure Limit; TCCA – Korea Toxic Chemicals Control Act; TDG - Transportation of Dangerous Goods; TH-TECI - Thailand - FDA Existing Chemicals Inventory (TECI); TLV - Threshold Limit Value; TSCA - Toxic Substances Control Act; TW – Taiwan; TWA - Time Weighted Average; UEL - Upper Explosive Limit; UN/NA - United Nations /North American; US - United States; VLE - Exposure Limit Value (Mexico); VN (Draft) - Vietnam (Draft); WHMIS - Workplace Hazardous Materials Information System (Canada).

Other Information

Disclaimer:

Matheson Tri-Gas, Inc. makes no express or implied warranties, guarantees or representations regarding the product or the information herein, including but not limited to any implied warranty or merchantability or fitness for use. Matheson Tri-Gas, Inc. shall not be liable for any personal injury, property or other damages of any nature, whether compensatory, consequential, exemplary, or otherwise, resulting from any publication, use or reliance upon the information herein.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Matheson Tri-Gas, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
909 Lake Carolyn Parkway, Suite 1300

Requester's name and address (optional)

6 City, state, and ZIP code
Irving, TX 75039

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 4 - 2 4 6 0 3 5 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2022

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Matheson Tri-Gas, Inc. 3 Mountainview Road, 3rd Floor Warren, NJ 07059	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Great American E & S Insurance Company — 37532 INSURER B: ACE American Insurance Company — 22667 INSURER C: Tokio Marine Specialty Insurance Company — 23850 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W25436635 **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PL E617851-01	10/01/2021	10/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 10,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		ISA H25558479	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CU 4300607-01	10/01/2021	10/01/2022	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C67823114	10/01/2021	10/01/2022	[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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Solicitation Number - ITB B-22-12-COC - Water and Wastewater Treatment Chemicals.

City of Cocoa is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with

CERTIFICATE HOLDER

City of Cocoa
c/o Administrative Services Director
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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		Matheson Tri-Gas, Inc. 3 Mountainview Road, 3rd Floor Warren, NJ 07059
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of City of Cocoa with respects to General Liability and Workers Compensation as permitted by law.

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SR ID: 22842131 BMCH: 2506836 CERT: W25436635

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

X Steve Foster
AFFIANT SIGNATURE

Steve Foster
Typed Name of AFFIANT

EVP and CFO
Title

The foregoing instrument was executed before me this 18th day of July, 2022, by Steve Foster as EVP+CFO of Matheson Tri-Gas, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

MICHELLE SMITH
Notary ID #132099316
My Commission Expires
July 16, 2023

NOTARY PUBLIC Michelle Smith
STATE OF TEXAS
MY COMMISSION EXPIRES: 7/16/23

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

July 5, 2022

Addendum 1

To the Contract Documents and Specifications:
ITB# B-22-12-COC
Water Treatment Chemicals

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

1. What are you currently paying per dry ton for ferric sulfate? The City chooses not to disclose this information while there is an open solicitation.

2. What are you currently paying per gallon for sodium hypochlorite? The City chooses not to disclose this information while there is an open solicitation.

3. Who are the current suppliers? Kemira Water Solutions Inc, Allied Universal Corp., Matheson Tri-Gas, Inc.

4. On the current solicitation for Water and Wastewater Chemicals, is the ferric sulfate being exclusively used for potable water or for odor control in the system? If not, does the City solicit proposals for another odor control technology? The Ferric Sulfate is for potable water use. No other bids are planned for this chemical.

5. The last bid had a section 00001 for The Brevard County Public Entity Purchasing Cooperative for municipalities that are members of the Cooperative to utilize the bid. The locations were also mentioned on the price page of the last bid. I do not see that included in this bid. Will that be a part of this bid this time? This bid is specific to Cocoa however the City of Titusville has expressed interest in piggybacking the awarded contract(s) with the following estimated quantities:

Description	Unit of Measure	City of Titusville
Ferric Sulfate	Dry Ton	N/A
Liquid Sodium	Gallon	390,000
Carbon Dioxide	Pound	185,000

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Questions Dated: 7-5-2022

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Bidder/Contractor Name: Matheson Tri-Gas, Inc.

Mailing Address: 909 Lake Carolyn Pkwy, Ste 1300 Irving, TX 75039

Telephone Number: 9725604749 Fax Number: _____ E-mail Address: jowen@mathesongas.com

X Steve Foster Steve Foster FEIN: 742460354

Authorized Signatory — Printed Name

EVP and CFO — 7-18-22

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

July 5, 2022

Addendum 1

To the Contract Documents and Specifications:
ITB# B-22-12-COC
Water Treatment Chemicals

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2. What are you currently paying per gallon for sodium hypochlorite? The City chooses not to disclose this information while there is an open solicitation.

3. Who are the current suppliers? Kemira Water Solutions Inc, Allied Universal Corp., Matheson Tri-Gas, Inc.

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Description	Unit of Measure	City of Titusville
Ferric Sulfate	Dry Ton	N/A
Liquid Sodium	Gallon	390,000
Carbon Dioxide	Pound	185,000

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoafl.org.

Brian Dale
Purchasing Manger
City of Cocoa

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Matheson Tri-Gas, Inc.

Mailing Address: 909 Lake Carolyn Pkwy ste 1300 Irving, TX 75039

Telephone Number: 9725604749 Fax Number: _____ E-mail Address: jowen@mathesongas.com

X Steve Foster — Steve Foster — FEIN: 742460354

Authorized Signatory — Printed Name

EVP and CFO — 7-8-22

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"

Drug-Free Workplace Certification

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

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 herein, is truthful and correct at the time of submission.

X Steve Foster
AFFIANT SIGNATURE

Steve Foster
Typed Name of AFFIANT

EVP and CFO
Title

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was executed before me this 18th day of July, 2022, by Steve Foster as EVP + CFO of Mathieson Tri-Gas, Inc, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced personally known as identification.

Michelle Smith
NOTARY PUBLIC, State of Texas

MICHELLE SMITH
Notary ID #132099316
My Commission Expires
July 16, 2023

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by Matheson Tri-Gas, Inc. whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 74246035 4 of the individual signing this sworn statement: _____.

My name is Steve Foster and my relationship to the above entity is EVP and CFO.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-22-12-COC for Carbon Dioxide Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **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.

D. **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 herein, is truthful and correct at the time of submission.

X Steve Foster
AUTHORIZED SIGNATURE

Steve Foster
Typed Name of AUTHORIZED SIGNATORY

EVP and CFO
Title

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was executed before me this 18th day of July, 2022, by Steve Foster as EVP+CFO of Matheson Tri-Gas, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced personally Known as identification.

Michelle Smith

MICHELLE SMITH
Notary ID #132099316
My Commission Expires
July 16, 2023

NOTARY PUBLIC, State of Texas

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

AW

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "J"
Organizational Information

The Bidder 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/Bidder 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	Delaware				
Principal Place of Business (Enter Address)	909 Lake Carolyn Pkwy Ste 1300 Irving, TX 75039				
Federal I.D Number	742460354				

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Matheson Tri-Gas, Inc.

Mailing Address: 909 Lake Carolyn Pkwy Ste 1300 Irving, TX 75039

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Telephone Number: 9725604749 Fax Number: _____ E-mail Address: jowen@mathesongas.com

X Steve Foster — Steve Foster — FEIN: 742460354

Authorized Signatory — Printed Name

EVP and CFO — 1-18-22

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☑ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: B-22-12-COC	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		Total Project Amount: $	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022

TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS

Bidder/Contractor Name: Matheson Tri-Gas, Inc.

Mailing Address: 909 Lake Carolyn Pkwy Ste 1300 Irving, TX 75039

Telephone Number: 9725604749 Fax Number: _____ E-mail Address: jowen@mathesongas.com

K Steve Foster — Steve Foster — FEIN: 742460354

Authorized Signatory — Printed Name

EVP and CFO — 7-18-22

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in 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 contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below 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 Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: Matheson Tri-Gas, Inc.

Mailing Address: 909 Lake Carolyn Pkwy Ste 1300 Irving, TX 75039

Telephone Number: 9725604749 Fax Number: _____ E-mail Address: journ@mathesongas.com

K. Steve Foster — Steve Foster — FEIN: 742460354

Signatory — Printed Name — Authorized

EVP and CFO — 7-18-22

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Matheson Tri-Gas, 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 Matheson Tri-Gas, Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: Matheson Tri-Gas, Inc.

Date: _____

STATE OF ~~FLORIDA~~ Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th July, 22 (date) by Steve Foster (name of officer or agent, title of officer or agent) of Matheson Tri-Gas Inc (name of corporation acknowledging), a DE (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

Michelle Smith

[Notary Seal] Notary Public

Michelle Smith

Name typed, printed, or stamped

My Commission Expires: 7/16/23



PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED

☞ Failure to submit this form may be grounds for disqualification of your submittal ☜

CITY OF COCOA

SERVICE AGREEMENT

B-22-12-COC-B

Water Treatment Chemicals – Liquid Sodium Hypochlorite

Allied Universal Corporation

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

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SERVICE AGREEMENT

Water and Wastewater Treatment Chemicals for Dyal Water Treatment Plant And Jerry Sellers Water Reclamation Facility

THIS AGREEMENT ("Agreement") is made the _____ day of _____, 2022, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "CITY," and ALLIED UNIVERSAL CORPORATION, with its principal place of business located at 3901 NW 115 Ave, Miami, FL, 33178, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain water treatment chemicals as are necessary for the functioning of the Dyal Water Treatment Plant to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and CITY are hereby bound by the terms and conditions of this Agreement. CITY and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Purchase Order, attached hereto as **Exhibit "A"** and incorporated by reference; the CITY's Invitation to Bid Number ITB B-22-12-COC, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, pursuant to **Exhibit "B"** and **Exhibit "C,"** SERVICE PROVIDER will enter into a separate agreement with any other Treatment, Storage, and Disposal Facility as is necessary to comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, CITY shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will provide services related to the transport and delivery of chemicals, specifically Liquid Sodium Hypochlorite, for water and wastewater treatment at the Dyal Wastewater Plant, as are described in **Exhibit "B,"** attached hereto and incorporated herein

by this reference, generally referred to as "Services" herein. SERVICE PROVIDER shall ensure that the Liquid Sodium Hypochlorite provided to CITY meets the quality and purity standards outlined in **Exhibit "B."** Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Liquid Sodium Hypochlorite.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to come to the CITY's Dyal Water Treatment Plant and Jerry Sellers Water Reclamation Facility, or such other places as reasonably designated by the CITY, to perform the Services as necessary. The address of the Dyal Water Treatment Plant and Jerry Sellers Water Reclamation Facility are provided in **Exhibit "B,"** and are incorporated herein by reference. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE

TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to CITY shall be delivered on an as-needed basis to CITY. Deliveries are FOB to the CITY's destination. When services are required, CITY shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the CITY. CITY shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the CITY operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** SERVICE PROVIDER shall ensure that an appropriate Bill of Lading/Weigh Slip containing the required information described in **Exhibit "B"** shall be included with each delivery. All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work as reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITYs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER's Bid Price Schedule, which is found in SERVICE PROVIDER's Response to ITB B-22-12-COC. SERVICE PROVIDER's Response and the Bid Price Schedule contained therein are attached hereto as **Exhibit "C,"** and are incorporated by reference. Pursuant to Exhibit "B," delivery shall be FOB to the CITY's destination and shall be invoiced to the CITY no later than 30 days after delivery. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY,

SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be as contained in **Exhibit "B."** The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The CITY's City Manager may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives or others beyond SERVICE PROVIDER's control.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

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This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER related directly 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 under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit upon reasonable notice. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

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

SERVICE PROVIDER is required to and agrees to comply with applicable public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records, subject to SERVICE PROVIDER's document retention policies and regulatory

requirements. All public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise upon reasonable notice. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

B. All drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER 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 any time. 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 SERVICE PROVIDER, 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 SERVICE PROVIDER.

C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. The SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of $1,000,000 per occurrence and $2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:

ALLIED UNIVERSAL CORPORATION
3901 NW 115 Ave
Miami, FL, 33178
Att'n: Jim Palmer, President, jimp@allieduniversal.com

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. In addition to the foregoing, notices to SERVICE PROVIDER shall also be given by email at the above email address.

SECTION TWELVE
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER 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.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this Agreement without a writing.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. 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. SERVICE PROVIDER 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.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents

while performing Services provided hereunder. SERVICE PROVIDER shall comply with all applicable workplace and occupational safety regulations.

13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in Exhibit “B.” SERVICE PROVIDER shall ensure, as provided in Exhibit "B,” that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.

14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state, and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and the disposal and handling of the residual produced by application of its product, as applicable. SERVICE PROVIDER shall provide this technical assistance at no charge to CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.

16. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER’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; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

17. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.

18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement

and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

    B. Have not, within the preceding five-year period, 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 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 or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

    D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

    Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions,

judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

    A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

    B. This Agreement;

    C. Exhibits to this Agreement.

    Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

Printed Name: Tom Parker

Title: President / CEO

Date: 8/31/22

CITY OF COCOA:

Stockton Whitten, City Manager

Date:

ATTEST:

Carie Shealy, City Clerk, MMC

EXHIBIT A

City of Cocoa Purchase Order Terms and Conditions

1. AGREEMENT: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and

from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax; except that Allied shall collect from City and City shall pay to Allied the Superfund federal excise tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other comparable customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement may constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled upon reasonable notice to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City. Seller reserves the right to assert the non-applicability of the Public Records Act and exemptions therefrom, including protections afforded privileged or confidential and proprietary business information.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are

any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. E-VERIFY: Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller 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. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller 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. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller 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 is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

EXHIBIT B

Invitation to Bid B-22-12-COC

Published June 20, 2022

The City of Cocoa is accepting sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide water and wastewater treatment chemicals, as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Liquid Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be no Pre-Bid conference held for this project.

Questions regarding this solicitation must be received in writing at the address above no later than **Friday, July 01, 2022, at 5:00PM.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award

bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

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SECTION 1 INTRODUCTION

1. The City of Cocoa's Purchasing Department, on behalf of City of Cocoa Dyal Water Treatment Plant, representing Cocoa Utilities Department, is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

1.01 DESCRIPTION OF WORK

Contractor(s) warrant that chemicals provided as a result of this ITB:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
b. Conform to the general chemical specifications contained herein
c. Are free from impurities of any kind

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City promptly replace with item that meets specifications.

Chemical Specifications:

The type and general description of chemicals are provided in this section.

1. **LIQUID FERRIC SULFATE**:

A. **GENERAL -** The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

B. **PRODUCT**

a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.
c) The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable

for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

d) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron……..0.1% max
Free Acid (as % H2SO4)…….0.25% max
% Insoluble…….0.1% max

e) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic……1 mg/kg
Cadmium……...0.5 mg/kg
Chromium……..……10 mg/kg
Lead……..1.0 mg/kg
Mercury……0.2 mg/kg
Selenium…….2 mg/kg
Silver……10 mg/kg
Nitrites (as N)……..75 mg/kg
Total Organic Carbon…0 mg/kg
Nickel……..…..40 mg/kg
Beryllium…….1.0 mg/kg
Thallium…….10.0 mg/
Total Nitrate and Nitrite (as N)……150 mg/kg
Copper…….....5 mg/kg
Zinc……...15 mg/kg
Manganese……..120 mg/kg
Barium……. 10 mg/kg
Chloride……..100 mg/kg
Fluoride……60 mg/kg
Titanium……...50 mg/kg
Nitrates (as N)……..75 mg/kg
Sodium…….1000 mg/kg
Molybdenum……10 mg/kg
Antimony……1.0 mg/kg
Cyanide……...1.0 mg/kg

f) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.

g) The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 1, subsection 1Ba, 1Bd and 1Be.

C. <u>QUALITY CONTROL AND TESTING</u>

a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.

b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.

c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

D. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

E. **PURCHASE AND DELIVERY**

a) These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Liquid Ferric Sulfate shall be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.

d) The CITY shall have sole discretion as to when deliveries are to be received.

e) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of dry tons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

f) The Contractor shall ensure all hoses used in unloading of chemicals are in good condition. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the City's storage tanks. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

g) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.

h) All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
- Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

i) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will

be retained by the Contractor. If required by the City the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

j) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

F. **BID PRICES** - The price quoted shall be firm and based on a per ton basis of Ferric Iron (Fe+3), delivered FOB to the CITY'S destination.

G. **QUANTITIES** – Approximately 167.00 dry tons (more or less) of dry Ferric Iron (Fe+3). The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

H. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

I. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.

b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill of leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole

responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.

c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

J. MATERIAL SAFETY DATA SHEET SUBMITTAL

a) The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment for each Participating Public Agency request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

K. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

2. LIQUID SODIUM HYPOCHLORITE:

A. **GENERAL –** The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

B. **PRODUCT**

a) The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.0 - 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below

Trade Percent/Percent by Volume	12 – 12.5 %
Specific Gravity	1.159 – 1.169
pH	12.5 – 13.0
Iron	01 – 0.2 mg/L
Chlorate	500 – 1000 mg/L
Bromate	Not Detected

b) The Liquid Sodium Hypochlorite shall have a Greenish-yellow liquid appearance.

C. **QUALITY CONTROL AND TESTING**

a) The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
b) If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
c) All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

D. **PURCHASE AND DELIVERY**

a) Delivery of Liquid Sodium Hypochlorite shall be made to the:
    - Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
    - Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
b) Liquid Sodium Hypochlorite is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.
d) The CITY shall have sole discretion as to when deliveries are to be received.
e) The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
    1) date of delivery,
    2) Bill of Lading/Weigh Slip Number
    3) gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
    4) tare weight of delivery vehicle in pounds, and
    5) net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
    6) Number of gallons

f) The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.
g) Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
h) The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
i) The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tank along with the correct cam-lock fitting.
j) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of pounds. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

k) The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.
l) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.
m) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.
n) Should the bidder deliver Liquid Sodium Hypochlorite which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Sodium Hypochlorite with materials which meet the requirements of this specification at no additional cost to the CITY.

E. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Liquid Sodium Hypochlorite, delivered FOB to the CITY'S destination.

F. **QUANTITIES**
a) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Dyal Water Treatment Plant, Wewahootee, and the Remote Booster Stations is 625,000 gallons**.
b) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Sellers Water Reclamation Plant is 196,000 gallons**.

G. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**
a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:
1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

3. CARBON DIOXIDE:

A. **GENERAL -** Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

B. **PRODUCT**

a) The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO2 content of 99.5% by weight.
b) The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide suppled shall meet NSF/ANSI 60 Specifications

C. **PURCHASE AND DELIVERY**
a) These specifications provide for the furnishing of Carbon Dioxide for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.
b) Carbon Dioxide is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
c) Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation

D. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Carbon Dioxide, delivered FOB to the CITY'S destination.

E. **QUANTITIES** Although not guaranteed, the expected annual quantity of Carbon Dioxide per year at the Dyal Water Treatment Plant is 2,110,000 lbs. per year.

F. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**
a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:
1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

1.02 MINIUM QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The Chemicals for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the respondent's proposal may be grounds for deeming the proposal unresponsive and removing it from further consideration.

1.03 PROJECT COMPLETION TIME

The initial term of the agreement will be for one (1) year with the option to extend for three (3) additional one (1) year periods.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Monday, 06/20/2022 at 8:00am EST**
Pre-Bid Conference	**N/A**
Deadline for Questions	**Friday, 07/01/2022 at 5:00pm EST**
Bid Due Date and Time	**Wednesday, 7/19/2022 at 3:00pm EST**
Anticipated Notice of Intent to Award	**Thursday, 08/04/2022**
City Council Approval of Contract	**Tuesday, 08/23/2022**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents

without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up

by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be no Pre-Bid conference held for this project.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

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

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

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone(321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – Not used

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit~~ **~~Bid Security Bond form, attached herein.~~**

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

3.02 PERFORMANCE AND PAYMENT BONDS-Not Used

3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications for each chemical. A single award or multiple awards may be made as determined by the City and in accordance with Section 4.44 of this announcement.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of

the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

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 the Contractor 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, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the 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
3. 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 the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the 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 the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484,** cshealy@cocoafl.org**, 65 Stone Street, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD ROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a “First Priority” for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a “first priority” basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If

a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in

effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder 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 Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing

Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, 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 with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify 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 bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the

general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company 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 Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is

engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems

appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

Attachment "A"
Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:
_____ _____

_____

_____

Company Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES:_____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D" Not Used

~~Bid Security Bond~~

~~BOND NO:~~ _____

~~(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ _____OF _____ _____ _____,

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

NOTARY PUBLIC _____

STATE OF _____

MY COMMISSION EXPIRES: _____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

_____	_____	_____	_____	_____
Attorney in Fact for Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Surety Number

Surety Mailing Address: _____ Agent Mailing Address: _____

_____ _____ _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

City of Cocoa | Finance Department | Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity	Unit Price[2]	Delivery Days[3]
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble	Dry Ton	167.00/Year		
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year		
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year		

1-See specifications section for detailed chemical requirements
2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.
3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "F"-Not Used

~~Trench Safety Certification~~

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5 feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

	~~Trench Safety Measure (Description)~~	~~Units of Measure~~	~~Quantity~~	~~Unit Cost~~	~~Extended Cost~~
~~1.~~					
~~2.~~					
~~3.~~					
~~4.~~					
~~5.~~					

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

~~Bidder/Contractor Name:~~ _____

~~Mailing Address:~~ _____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____

~~Authorized Signatory~~ ~~Printed Name~~

_____ _____

~~Title~~ ~~Date~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

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

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 herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.
I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **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.

D. **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 herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____
_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"
Organizational Information

The Bidder 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/Bidder 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 Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: B-22-12-COC**	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	**Code Description**	**Minority Code**	**Code Description**
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "M"- Not Used

~~Truth-in-Negotiations Certification~~

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~
_____
_____

~~Mailing Address:~~
_____
_____
_____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____
~~Authorized Signatory~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

~~STATE OF~~ _____
~~COUNTY OF~~ _____
_____

~~The foregoing instrument was executed before me this~~ ____ ~~day of~~ _____, ~~2019, by~~ _____ ~~as~~ _____ ~~of~~ _____, ~~who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced~~ _____ ~~as identification.~~
_____

_____
_____
_____
~~NOTARY PUBLIC, State of~~ _____

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~
~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in 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 contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below 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 Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P"

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: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

EXHIBIT C

Allied Universal Corporation Response

Publicly Opened July 19, 2022

City of Cocoa | Finance Department | Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity	Unit Price[2]	Delivery Days[3]
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble	Dry Ton	167.00/Year	NO BID	
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year	$1.018/gl	2-3 business days
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year	NO BID	

1-See specifications section for detailed chemical requirements
2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.
3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: Allied Universal Corporation

Mailing Address: 3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address: Bids@Allieduniversal.com

Authorized Signatory

Cristhianne Munguia FEIN: 59-0776285 DUNS: 004134623
Printed Name

Bid Coordinator July 12, 2022 CAGE Code: _____
Title Date As issued through www.sam.gov

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

NOTARY PUBLIC, State of FL

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

AFFIANT SIGNATURE

Cristhianne Munguia

Typed Name of AFFIANT

Bid Coordinator

Title

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

NOTARY PUBLIC
STATE OF FL
MY COMMISSION EXPIRES: 9/21/2024

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. #1 Dated: July 5, 2022

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address:
Bids@Allieduniversal.com

_____ 59-0776285 FEIN:
Authorized Signatory

Cristhianne Munguia
Printed Name

Bid Coordinator
Title

July 12, 2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D" Not Used

~~**Bid Security Bond**~~

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ OF _____,~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~NOTARY PUBLIC _____~~

~~STATE OF _____~~

~~MY COMMISSION EXPIRES: _____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

~~Attorney in Fact for Signature~~	~~Printed Name of Attorney in Fact~~	~~Florida Licensed Agent Signature~~	~~Printed Name of Licensed Agent~~	~~License Surety Number~~

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~Failure to submit this form may be grounds for disqualification of your submittal~~

Attachment "F"-Not Used

~~Trench Safety Certification~~

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

	~~Trench Safety Measure (Description)~~	~~Units of Measure~~	~~Quantity~~	~~Unit Cost~~	~~Extended Cost~~
~~1.~~					
~~2.~~					
~~3.~~					
~~4.~~					
~~5.~~					

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

~~Bidder/Contractor Name:~~ _____

~~Mailing Address:~~ _____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____

~~Authorized Signatory~~ ~~Printed Name~~

_____ _____

~~Title~~ ~~Date~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address:
Bids@Allieduniversal.com



Authorized Signatory

Bid Coordinator
Title

59-0776285 FEIN:

Cristhianne Munguia
Printed Name

July 12, 2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

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

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 herein, is truthful and correct at the time of submission.

AFFIANT SIGNATURE

Cristhianne Munguia
Typed Name of AFFIANT

Bid Coordinator
Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of FL

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by Allied Universal Corporation whose business address is [Name of entity submitting sworn statement] 3901 NW 115 Ave, Miami FL 33178 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0776285 of the individual signing this sworn statement: _____.

My name is Cristhianne Munguia and my relationship to the above entity is Bid Coordinator.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-22-12-COC for Liquid Sodium Hypochlorite,12.0% -12.5% Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **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.

D. **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 herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Cristhianne Munguia
Typed Name of AUTHORIZED SIGNATORY

Bid Coordinator
Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 12th day of July, 2022, by Cristhianne Munguia as Bid Coordinator of Allied Universal Corporation, who personally swore or affirmed that he/~~she~~ is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

NOTARY PUBLIC, State of FL

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"
Organizational Information

The Bidder 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/Bidder 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	Florida
Principal Place of Business (Enter Address)	3901 NW 115 Ave., Miami FL 33178
Federal I.D Number	59-0776285

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	**Due Date:** **July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address: Bids@Allieduniversal.com

_____ Cristhianne Munguia FEIN: 59-0776285

Authorized Signatory Printed Name

Bid Coordinator July 12, 2022

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☑ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: B-22-12-COC**	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	**Due Date:** **July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address:
Bids@Allieduniversal.com

_____ 59-0776285 FEIN:

Authorized Signatory

Cristhianne Munguia
Printed Name

Bid Coordinator
Title

July 12, 2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 700 West 2nd Ave.,Hialeah, FL 33011				
Contracting Agency/Client: Miami Dade Water & Sewer				
Contact Name and Phone #: Jon Hansen, 786-236-7625				
Contact Email Address and Fax #: Jon.Hansen@miamidade.gov				
Contract Amount: $10,695,000.00	Start Date:	11/2018	End Date:	On-going
Project #2:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 14100 SW 8 Street.,Sunrise, FL 33325				
Contracting Agency/Client: City of Sunrise				
Contact Name and Phone #:Dough Kerwin, 954-846-7400				
Contact Email Address and Fax #: dkerwin@sunrisefl.gov				
Contract Amount: $192,225	Start Date:	3/2021	End Date:	On-going
Project #3:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 12098 NW 11 Ave.,North Miami, FL 33168				
Contracting Agency/Client: City of North Miami				
Contact Name and Phone #: Pavel Vida, 305-953-2854				
Contact Email Address and Fax #:				
Contract Amount: $202,628.00	Start Date:	10/2021	End Date:	On-going
Project #4:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address: 1501 Raleigh Street.,Fort Myers, FL 33902				
Contracting Agency/Client: City of Ft. Myers				
Contact Name and Phone #: Heath Laufenberg, 239-321-7574				
Contact Email Address and Fax #: hlaufenberg@cityftmyers.com				
Contract Amount: $702,830.00	Start Date:	7/2019	End Date:	On-going
Project #5:				
Project Name:				
Type of Project/Service: Supply and Delivery of Sodium Hypochlorite				
Address:				
Contracting Agency/Client: City of Winter Haven				
Contact Name and Phone #: Steve Warder, 863-291-5767				
Contact Email Address and Fax #: Swarder@mywinterhaven.com				
Contract Amount: $628,00.00	Start Date:	2/2022	End Date:	On-going

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "M"- Not Used

~~Truth-in-Negotiations Certification~~

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~
_____

~~Mailing Address:~~
_____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____
~~Authorized Signatory~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

~~STATE OF~~ _____
~~COUNTY OF~~ _____

~~The foregoing instrument was executed before me this~~ ____ ~~day of~~ _____, ~~2019, by~~ _____ ~~as~~ _____ ~~of~~ _____, ~~who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced~~ _____ ~~as identification.~~

_____
~~NOTARY PUBLIC, State of~~ _____

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~
~~Failure to submit this form may be grounds for disqualification of your submittal~~

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: Allied Universal Corporation
3901 NW 115 Ave
Miami, FL 33178

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in 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 contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below 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 Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Allied Universal Corporation

Mailing Address:
3901 NW 115 Ave., Miami FL 33178

Telephone Number: 305-888-2623 Fax Number: _____ E-mail Address: Bids@Allieduniversal.com

_____ Cristhianne Munguia FEIN: 59-0776285 Authorized
Signatory Printed Name

Bid Coordinator July 12, 2022
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Allied Universal Corporation [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 Allied Universal Corporation [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Crishtianne Munguia
Date: July 12, 2022

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th (date) by July, 2022 (name of officer or agent, title of officer or agent) of Allied Universal Corporation (name of corporation acknowledging) , a Florida (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
Atabeira Piedra
Name typed, printed, or stamped
My Commission Expires: 9/21/2024

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

ALLIED UNIVERSAL CORPORATION
Established 1954

Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite to the City of Cocoa.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 7th day of June 2022.

(Seal of Corporation)

Jim Palmer, President - CEO

ALLIED UNIVERSAL CORPORATION
Celebrating 50 Years
1954 2004

Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

July 2022

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 8 delivery locations. In the following we also package Chlorine Gas and manufacture Sodium Hypochlorite. Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Brunswick, GA and Ellisville, MS. The following are our Terminals: Jacksonville, FL; Dothan, AL and Mobile, AL. We have serviced Utilities and Municipalities, in 22 states, for over 60 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility which will supply the City of Cocoa is our Ft. Pierce, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The Ft. Pierce, FL facility is located at 9501 Rangeline Road, FL 34987. With normal delivery lead time of 3 work days. Contact name for all deliveries is Dennis McNair phone number 772-464-6195 Ext. 0602, e-mail ftpiercedispatch@Allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: David Stallings Branch Manager 772-464-6195 Ext.0601 and Dan DeBeau Region 1. Operations Manager 772.242.9727 x 0601. C: 309.213.4936 .

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; E-Mail, Bids@Allieuniversal.com

Cristhianne Munguia
Bid Coordinator

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Celebrating 50 Years
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AFFIDAVIT

This is to certify that as required, all Sodium Hypochlorite solution to be furnished to the City of Cocoa will comply with the AWWA B300 Standards and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.
By means of ☑ physical presence or ☐online notarization.
This 12th day of July, 2022

By:_____
Cristhianne Munguia
Bid Coordinator

(Notary Seal)

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

_____
Signature of Notary Public.

Atabeira Piedra
Print or Type Name of Notary

Personally Known ☑
Or Produced Identification ☐

_____
Type of Identification Produced

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, June 23, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=ALLIED+UNIVERSAL+CORPORATION&ChemicalName=Sodium+Hypochlorite&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue
Miami, FL 33178
United States
800-981-6700
305-888-2623
Visit this company's website (http://www.allieduniversal.com)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : # 4 USA

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Miami, FL

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Brunswick, GA

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Ellisville, MS

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 Northwest 115 Avenue
Miami, FL 33178
United States
305-888-2623
Visit this company's website (http://www.allieduniversal.com)

Facility : # 3 USA

Sodium Hypochlorite[HY]

Trade Designation	*Product Function*	*Max Use*
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2
Number of matching Products is 48
Processing time was 1 seconds

SAFETY DATA SHEET

1. Identification

Product identifier **Sodium Hypochlorite, 10-15% Solution**

Other means of identification

SDS number AUC-004

Synonyms Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo

Recommended use Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laudry sanitizer and agricultural/ aquacultural purposes

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Allied Universal Corporation

Address 3901 N.W. 115th Avenue
Miami, FL 33178
United States

Telephone General: 1-305-888-2623
24-Hour alert: 1-786-522-0207

Website www.allieduniversal.com

E-mail Not available.

Contact person Operations Department

Emergency phone number CHEMTREC 1-800-424-9300 (US/Canada)
+01 703-527-3887 (International)

Supplier Refer to Manufacturer

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation

Environmental hazards This mixture does not meet the classification criteria according to OSHA HazCom 2012.

OSHA defined hazards This mixture does not meet the classification criteria according to OSHA HazCom 2012.

Label elements



Signal word Danger

Hazard statement May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.

Precautionary statement

Prevention Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area.

Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.

Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize. Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection

Hand protection Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance Clear yellow/green liquid.

Physical state Liquid.

Form Liquid.

Color Clear to yellow/green.

Odor Pungent. Chlorine-like.

Odor threshold Not available.

pH 11 - 13

Melting point/freezing point -150 °F (-101.11 °C)

Initial boiling point and boiling range > 212 °F (> 100 °C)

Flash point Not Applicable

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not Applicable

Flammability limit - lower (%) temperature Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria.
Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

Serious eye damage/eye irritation Hazardous by OSHA criteria.
Causes serious eye damage. Serious eye damage/eye irritation - Category 1

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria.
May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components		Species	Test Results
Sodium hydroxide (CAS 1310-73-2)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (Daphnia magna)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (Lepomis macrochirus)	0.58 mg/l, 96 hours

Persistence and degradability Biodegradation is not applicable to inorganic substances.

Bioaccumulative potential No accumulation in living organisms is expected due to high solubility and dissociation properties.

Mobility in soil High water solubility indicates a high mobility in soil.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLTUTIONS (RQ = 100)
Transport hazard class(es)
Class 8
Subsidiary risk -
Label(s) 8
Packing group III
Environmental hazards
Marine pollutant Yes
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Special provisions IB3, N34, T4, TP2, TP24
Packaging exceptions 154
Packaging non bulk 203
Packaging bulk 241

This product does meet the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLUTION
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group III
Environmental hazards NO
ERG Code 8L
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Other information
Passenger and cargo aircraft Allowed.
Cargo aircraft only Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)	Listed.
Sodium Hypochlorite (CAS 7681-52-9)	Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 12-03-2020

Version # 04

HMIS H: 3 F: 0 R: 1

NFPA H: 3 F: 0 R: 1

Certified to NSF/ANSI/CAN 60

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RTECS: Registry of Toxic Effects of Chemical Substances
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values
TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
http://www.thecompliancecenter.com

Disclaimer

Disclaimer
This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014 (Chempendium, RTECs, HSDB, INCHEM)
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

ALLIED UNIVERSAL CORPORATION
Celebrating 50 Years
1954 2004

Corporate Office
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305-888-2623 office
305-463-8369 fax

REFERENES

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Water Treatment Plant
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Pavel Vida
Water Plant Supervisor
305-953-2854

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS: **(305) 888 – 2623**

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

1. ANTHONY FEDD (N. REGIONAL OPERATIONS MANAGER) — WORK (912) 267-6064, CELL (850) 212-6858
2. DAN DEBEAU (SE FL REGIONAL OPERATIONS MANAGER) — WORK (772) 242-9727, CELL (309) 213-4936
3. DON COUCHE (W. FL REGIONAL OPERATIONS MANAGER) — WORK (941) 803-4581, CELL (941) 993-2548
4. MIKE HARRIS (FLEET MAINTENANCE MANAGER) — WORK (912) 267-9590, CELL (912) 571-0704
5. JAY BRUNELLE (DRIVER SAFETY COMPLIANCE MANAGER - SOUTH) — CELL (413) 222-5440
6. STEVE PILZ (DRIVER SAFETY COMPLIANCE MANAGER – NORTH) — CELL (904) 718-4254
7. JOSH WIGGIN (TSUI FLEET OPERATIONS MANAGER) — WORK (786) 623-6457, CELL (904) 465-2566
8. FRANCES MENDEZ (ASSISTANT TSUI OPERATIONS MANAGER) — WORK (786) 646-2840, CELL (386) 334-6992
9. JIM LAFRENIERE (TSU OPERATIONS MANAGER) — WORK (305) 894-4173, CELL (305) 491-3430
10. TODD TUCKER (VICE PRESIDENT OF OPERATIONS - SECURITY) — WORK (786) 522-0200, CELL (903) 987-3248

US TSA'S TRANSPORTATION SECURITY COORDINATION CENTER: **(703) 563-3236 OR 3237**

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JOEL CASTILLO	CELL # (786) 390-4586
FT. PIERCE, FL (772) 464-6195	
DAVID STALLINGS	CELL # (561) 707-2380
WALTER CIECWIERZ	CELL # (201) 993-3536
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TIGRAN ARMSTRONG	CELL # (601) 554-6582
LISA DALE	CELL # (770) 769-6528

SAFETY POLICY ALLIED UNIVERSAL CORPORATION	SERIES: 700	PROCEDURE: 700
SUBJECT: **SAFETY PROGRAM POLICY**		
ISSUED BY: REGULATORY AFFAIRS MANAGER APPROVED BY: OPERATIONS DEPARTMENT	LAST MODIFIED: December 2015	
SAFETY EQUIPMENT REQUIRED: None	FORMS REQUIRED: • Officer Risk Policy Commitment	

700.0 SAFETY PROGRAM POLICY

PURPOSE: Establishment of a workplace safety program involving management and employees.

SCOPE: A clear definition of management's commitment to providing the employees with a safe and healthful work environment and to comply with various occupational safety and health regulations.

700.1 Management Commitment

Allied Universal Corporation (AUC) is committed to conducting its business activities and operations in a manner which provides a safe environment for its employees and visitors. Senior management has pledge to manage the business by continuously improving upon the responsible distribution of the chemicals in a safe and secure manner. This pledge is posted at each plant office.

As part of the company's pledge, management and employees will be actively involved in establishing and maintaining an effective workplace safety and security program, which will include at a minimum:

1. Identifying current safety and security regulations and issues.
2. Identify the skills, knowledge, personal protective equipment and training necessary to perform a job.
3. Providing safety and health education, security policy and procedures, and job function specific training to new employees.
4. Providing safety and health education, security policy and procedures, and training and retraining for employees and outside contractors.
5. Assuring that all personnel in safety critical jobs are fit for duty and not compromised by external influences.
6. Establishing and promoting employee participation in improving and maintaining safe working conditions.
7. Writing, reviewing, and updating workplace safety and security policies and procedures.
8. Writing, reviewing, and updating workplace operating policies and procedures.
10. Investigate, record, maintain and control all workplace-related accidents, vehicle accidents, chemical as well as security incidents.
11. Conduct internal inspections to confirm that all safety and security operating procedures are being implemented and followed.
12. Establishing and implementing disciplinary procedures for employees or outside contractors whom willfully or repeatedly violate company policies and procedures.
13. Establishing and maintaining a process safety management and risk management program as well as facility security programs as applicable.

14. Implementing the *National Association of Chemical Distributors Codes of Responsible Distribution*, and abiding by the *Chlorine Institute Member Safety and Security Commitment*.
15. Maintain a state of readiness for all chemical and security emergencies.
16. Proper disposal of all waste products in accordance to the Federal, State and local laws.
17. Proper operations per the parameters of various air, water, industrial waste and other environmental permits.
18. Proper testing of packages and packaging of hazardous material goods per the requirements of the US DOT PHMSA.
19. Timely review and response to all documented employee safety suggestions.
20. Assure that all safety critical equipment complies and is maintained according to good engineering practices.

700.2 Responsibilities

700.2.1 Employee Safety Responsibilities

Each employee is responsible for performing job tasks in a safe manner, following the specified job task procedure and wearing the required personal protective equipment. It is the policy of AUC that all employees report unsafe work conditions. AUC employees may refuse to perform work tasks if the work is considered unsafe or for which they have not received proper training. Employees must report all accidents, injuries, and unsafe work conditions to their Supervisors, Assistant Branch and/or Branch Manager immediately. No such report to Management will result in retaliation, penalty, or other disincentive.

Employee recommendations to improve safety and health conditions in the workplace will be given thorough consideration by our Management team. Management will give top priority to recommendations and provide financial reserves to correct unsafe conditions in the facilities.

Manuals, containing workplace policies and procedures as well as hazardous communication, will be provided to all employees at a location in the facility accessible by all employees. Management encourages each employee to read and review these manuals to gain a better understanding of the chemicals the employees handle.

700.2.2 Management Safety Responsibilities

The primary responsibility for the coordination, implementation and maintenance of the AUC's Safety Program has been assigned to the Operations Departments.

The Regulatory Affairs Manager is charged with direct over site of these programs, except for those related to waste disposal, environmental permitting and reporting. Additional responsibilities and issues include regulatory monitoring and Management of the Process Safety Management, Risk Management, Emergency Preparedness and Respiratory Protection Program. The Manager is tasked with the investigation of all occupational injuries and illnesses, and is responsible for the general oversight of the employee training program (however, the actually implementation and administering of the occupational and vehicle accident investigation and training program is handle by the Risk Management Specialist).

The Branch Manager, under the supervision of the Regional Operations Managers, and his or her designees are responsible for safety at the Branch level. Responsibilities include, but are not limited to:

- Employee orientation and training;
- Communication and enforcement of safety and operational policies and procedures;
- Branch maintenance, including the maintenance of various operational equipment and proper housekeeping;
- Emergency preparedness, including the readiness of emergency equipment and training for emergency and first aid responders;
- Conducting an accident investigation for all occupational, vehicle and chemical accidents; and,
- Site security.

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 183054

Entity Name: ALLIED UNIVERSAL CORP.

Current Principal Place of Business:

3901 NW 115 AVENUE
MIAMI, FL 33178

Current Mailing Address:

3901 NW 115 AVENUE
MIAMI, FL 33178 US

FEI Number: 59-0776285

FILED
Mar 18, 2022
Secretary of State
5523875152CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CD
Name	NAMOFF, ROBERT
Address	3901 NW 115 AVENUE
City-State-Zip:	MIAMI FL 33178

Title	PD
Name	PALMER, JAMES
Address	3901 NW 115 AVE.
City-State-Zip:	MIAMI FL 33178

Title	T
Name	KOVEN, MICHAEL
Address	3901 NW 115 AVE.
City-State-Zip:	MIAMI FL 33178

Title	VPD
Name	RUBIN, RONALD
Address	3901 NW 115 AVENUE
City-State-Zip:	MIAMI FL 33178

Title	DIRECTOR, VP
Name	NAMOFF, GREGORY
Address	3901 NW 115 AVENUE
City-State-Zip:	MIAMI FL 33178

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL KOVEN — TREASURER — 03/18/2022

Electronic Signature of Signing Officer/Director Detail — Date

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2021 - 2022

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #6 Receipt #5000-00980030

Type of business 5000 MISC WHOLESALE (BLEACH MANUFACTURER & DISTRIBUTOR) Expires SEPTEMBER 30, 2022

DBA name

Business Allied Universal Corp

Mailing address: Allied Universal Corporation
Attn: Neosotis Martinez
3901 NW 115th Ave
Miami, FL 33178

Business location: 9501 Rangeline Rd
Port Saint Lucie, FL 34987

RENEWAL
Original tax: $27.55
Penalty:
Collection cost:
Total: $27.55

St Lucie County

Paid 10/05/2021 27.55 0000-20211005-001654
Effective Date 09/28/2021

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Allied Universal Corporation
Attn: Neosotis Martinez
3901 NW 115th Ave
Miami, FL 33178

000086

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

4513280

BUSINESS NAME/LOCATION
ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL FL 33178

RECEIPT NO.
RENEWAL
4711819

EXPIRES
SEPTEMBER 30, 2022
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS
207 ADMIN OFFICE/OPERATION CTR

PAYMENT RECEIVED BY TAX COLLECTOR
$148.50 11/15/2021
FPPU06–22–001118

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

ALLIED UNIVERSAL CORPORATION
Established 1954

Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

July 12, 2022

RE: Company Financial Information

Allied Universal is a privately held corporation providing high quality water treatment chemicals for over 66 years. The company has provided bank and trade references (see attached) to demonstrate its financial capability and stability because we do not release or disclose financial statements.

Very truly yours,

ALLIED UNIVERSAL CORPORATION

Cristhianne Munguia
Bid Coordinator

8350 NW 93 Street
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AUC **Medley**- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC **Ft. Pierce**- 772-464-6195

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Tampa, Florida 33611
CFI **Tampa** - 813-832-4868

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Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

30 Neil Gunn Drive
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AUC **Ellisville** - 601-477-2550

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AUC **Brunswick** - 912-267-9470

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2815 Inland Transport St.
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ALLIED UNIVERSAL CORPORATION
Established 1954

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305-885-4671 fax

COMPANY INFORMATION

CHIEF EXECUTIVE OFFICER/PRESIDENT:	JIM PALMER	
ACCOUNTS PAYABLE MANAGER:	SORAYA GARCIA	CHIEF FINANCIAL OFFICER: MIKE KOVEN

ESTABLISHED 1953 - PRIVATE CORPORATION

TRADE REFERENCES:

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KEVIN WAGNER
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WEST BABYLON, NY 11704
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WESTON, FLORIDA 33331
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Revised: 06/16/2020

ALLIED UNIVERSAL CORPORATION
Established 1954

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Miami, Florida 33178
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CLAIMS, MEDIATIONS AND LITIGATION – CONTRACT DISPUTES WITHIN 5 YEARS

Allied Universal Corp. v. Jeffrey Given, Miami Dade Circuit Court Case No. 16-008292-CA-01 (Div. 25); Claims asserted by Allied against former employee for damages and injunctive relief based upon former employee's breach of employment/non-compete agreement. Court decision and injunction in favor of Allied.

Allied Universal Corp. v. Edwards Fiberglass, Inc., Miami Dade Circuit Court Case No. 16-002136-CA-01. Breach of warranty claim by Allied against Edwards based on Edwards' failure to properly install/repair certain Allied storage tanks. Case amicably settled by repairs to tanks.

Miami Seaquarium v. Allied Universal Corp. Mediation. Miami Seaquarium claimed damages arising from a February 16, 2015 bleach spill on its premises. Allied contended that the alleged damages were caused by improper Seaquarium equipment and operating procedures. The claim was amicably resolved via a confidential, mediated settlement agreement.

Allied Universal Corp. v. Malibu Pools Services, Inc., Miami Dade Circuit Court Case No. 16-017850. Allied sued to collect on a long-overdue pool store account. Judgment was entered in favor of Allied and Malibu paid and satisfied the judgment.

Allied Universal Corp. V. DDH Ventures, Inc., Miami-Dade Circuit Court Case No. 16-024697. Allied sued to collect on a long-overdue pool store account. The case was amicably settled by payment to Allied and dismissed shortly after being filed.

Chemical Formulators, Inc., et. al. adv. Viper Ventures, Hillsborough County Circuit Court Case No. 11-CA 014623. In 2011, Viper Ventures filed this action against Allied's affiliate, Chemical Formulators, Inc. ("CFI") seeking to cancel a 1996 Port Agreement and easements relating to CFI's use of Viper Ventures' dock. In October 2018 the court ruled in favor of Allied's affiliate, CFI. Viper has filed an appeal to the Second District Court of Appeal, which remains pending.

Allied New Technologies 2, Inc. v. Tropical Roofing and Unicoat, Broward County Circuit Court Case No. 19 009566. Allied's affiliate, Allied New Technologies 2, Inc. filed suit to enforce a 10-year roof coating warranty that Allied purchased from Tropical Roofing and Unicoat. Allied voluntarily dismissed the case in January 2020. There was no court decision, mediation or settlement.

Allied Universal Corp. v Ryan Herco/Georg Fischer. Claim asserted, but no litigation or mediation. Allied asserted a claim for damages arising from certain defective flow meters manufactured by Fischer, which Allied purchased through Ryan Herco. In November 2018 Fischer confirmed that the meters were defective and recalled them. Allied's claim was amicably resolved by a confidential payment to Allied.

Emery Bryant v. Allied Universal. Claim asserted but no litigation or mediation. Claimant alleges that he sustained injuries when several empty drums broke loose from a Company pickup truck near Ranger, Georgia and one of the drums struck claimant's vehicle. Company's investigation is ongoing and Company's insurer is in settlement discussions with claimant.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ALLIED UNIVERSAL CORPORATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3901 NW 115TH AVE

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI, FLORIDA 33178

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	0	7	7	6	2	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** July 12, 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

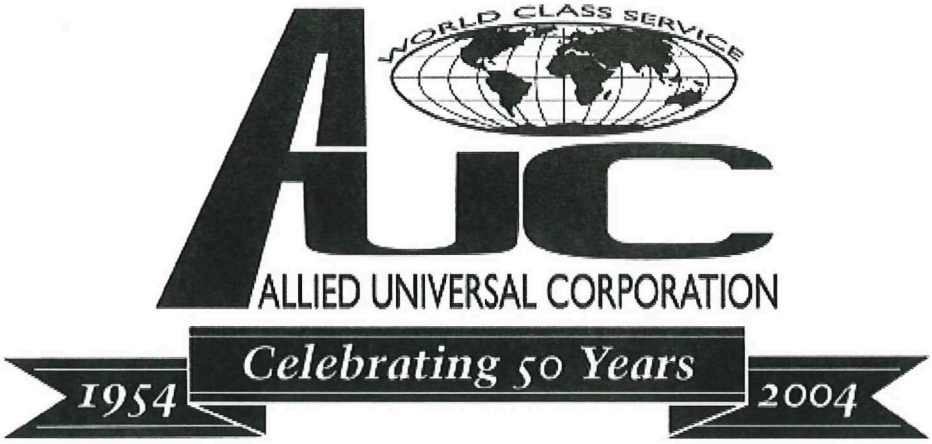
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



DRUG FREE WORKPLACE

As a part of our commitment to safeguard the health of our employees, to provide a safe place for the employees to work, and to promote a drug-free community, this Employer has established this policy on the use or abuse of alcohol and drugs by our employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a general decline in the quality of products and services provided. We have established this policy to detect and remove abusers of drugs and alcohol. This policy is set up pursuant to the Drug Free Workplace Program under Florida, Georgia, Arkansas, and Mississippi laws. The following State and Administrative Codes will apply:

1. **Florida (FL) Florida Statutes, 440.101 and 440.102 Fla.Adm.Code, Chapter 59A-24**
2. **Georgia (GA) Ga. Code Ann 34-9-410 to 421; GA. Code Ann 33-9-40, . Code Ann 50-24-1 to 50- 24-6, GA. Code Ann 34-9-17, GA. Code Ann 34-8-194**
3. **Arkansas (AR) Arkansas's Workers' Compensation Rule 36. Code of Arkansas, 11-9-102(5)(B), 1999 Ark. Acts 1552, ARK. Code Ann. 11-10-5149 (b)**
4. **Mississippi (MS) Drug and Alcohol Testing Statute, Title 7l, Chapter 3 & 7l-7-1 to 71-7-33. Miss. Code. Ann 71-3-7 Miss Code. Ann 71-3-201 to 71-3-225.**

It is also our policy to prevent the use and or presence of these substances in the workplace and to assist employees in overcoming any dependence on drugs and or alcohol in accordance with the following guidelines.

Scope

All employees are covered by this policy and as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.

Drug and Alcohol Use Prohibitions

1. The use, sale, purchase, possession, manufacture, distribution, or dispensation of illegal drugs or alcohol on this Employer's Property or premises is against Employer policy and is cause for immediate termination of employment.

2. It is also against Employer policy to report to work under the influence of illegal drugs or alcohol. This policy includes legal Prescription drugs, which create an unsafe mental or physical state. Employees who violate this policy are subject to immediate termination.

3. For the purpose of this policy, an employee is presumed to be under the influence of drugs or alcohol if a breath, Urine test, blood test, hair test, or other accepted testing procedure shows a forensically acceptable positive quantity of proof of drug or alcohol usage.

4. Prescription drugs may also affect the safety of the employee or fellow employees or members of the public. Therefore, any employee who is taking a prescription drug, which might impair safety, performance, or any motor functions must advise his supervisor before reporting to work under such medication. A failure to do so may result in disciplinary action. If this employer determines that such use does not pose a safety risk, the employee will be permitted to work.
   If it is determined that prescription drugs impairs the employee's ability to safely or effectively perform his or her job, this Employer may temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action such as suspension, or termination. Prescription medication must be kept in its original container if such medication is taken during working hours or on Employer property.

5. Refusal to submit to or efforts to tamper with or adulterate a drug or alcohol test will result in termination of employment.

6. This Employer may suspend employees without pay under this policy pending the results of a drug test or investigation.

Legal Drug

Includes prescribed drugs and over-the-counter medications, which have been legally obtained and are being used solely for the purpose of which they were prescribed for that individual.

Illegal Drug

Any drug: (a), which is not legally obtainable; (b), which may be legally obtainable but has not been legally obtained; or (c), which is being used in a manner or for a purpose other than as prescribed.

A. TESTING

Post-Offer Job Applicant Screening
The Company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has confirmed positive drug test results; he or she forfeits his or her eligibility for employment and may not reapply for employment for a minimum of 180 days.

B. Current Employee Screening

This company will conduct drug and or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be condition of continued employment that all employees submit to a drug and or alcohol screen in accordance with the provisions listed below.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and or alcohol use. Reasonable suspension must be reported to management and human resources to assist in the decision for testing.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and or alcohol, the employee will be required to undergo drug and or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

a. Observable phenomena while at work, such as directed observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
c. Report of drug use, provided by a reliable and credible source for investigative purposes.
d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
e. Information that an employee has caused, contributed to or been involved in an accident while at work.
f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Employees of Allied Universal Corporation must use a state drug testing form AKA forensic drug testing form. Forms will be provided at the company location, lab or other testing facility.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statue arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work-related accident, which requires medical treatment, above and beyond first aid, must first receive treatment at a medical facility authorized by the employer unless an emergency. The employee must then submit to a post-accident drug screen. The employee must report for testing to the designated collection site within 24 hours of the accident. If the drug and or alcohol collection is not performed following treatment; the failure will be considered a refusal to test, resulting in immediate termination. The Manager or Human Resources is responsible to request the drug test, if the employee is incoherent.

Employees of Allied Universal Corporation use a state drug testing form AKA forensic drug testing form. Workers compensation accidents and incidents require the state drug testing form. Forms will be provided at the location, lab or other testing facility.

3. Routine Fitness-for-duty

The company will require an employee to submit to a drug test *IF* the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is

part of the company's established policy *OR* that is scheduled routinely for all members of an employment classification or group.

Employees of Allied Universal Corporation must use a state drug testing form AKA forensic drug testing form. Forms will be provided at the location, lab or other testing facility. (Do not use the federal DOT form)

4. Return to Work and Follow-up drug testing

Any employee who enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, will be required to submit to a return to work drug and / or alcohol test as a follow up to such program. Follow-up testing will be conducted at least once a year for a two (2) year period following the employee's completion of the program. The Company shall not provide the employee with advance notice of the dates of the follow-up testing.

Employees of Allied Universal Corporation must be tested using the State Drug Custody Form or AKA forensic drug testing custody and control form

C. Random Testing

This company may conduct random drug testing, as permitted under State law. A third-party company designated by this company will generate a computerized random list of employees who can be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests. Any manager, who has been informed that an employee under his supervision must submit to a random drug test, must arrange for the employee to submit to such test within twenty-four (24) hours.

An employee, who is notified by his/her manager that he/she has been selected for a random drug test, must report for such test within one (l) hour of such notification. Absent extraordinary unforeseen circumstances, an employee who fails to report for his/her test within the one (l) hour period shall be deemed to have refused to submit to a required drug test.

Employees that are employed by Allied Universal Corporation must use the state custody testing form AKA forensic testing form. The location, laboratory, or other testing facility will provide forms.

D. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee who has a confirmed positive drug and or alcohol test, as listed below, will be subject to immediate termination of employment.

Table of Positive Drug Levels
Drug to Be Tested For:

	Drug	Initial	Confirmation	Drug	Initial	Confirmation
Florida	Alcohol (blood)	.04 g/dl	.04g/dl	Barbiturates	300 ng/ml	150 ng/ml
Georgia	Alcohol	.08 g/dl	.08 g/dl	Benzodiazepines	300 ng/ml	150 ng/ml
	(blood and breath)	.04 g/Dl	.04g/dl	Methaqualone	300 ng/ml	150 ng/ml
Arkansas	Alcohol	.04 g/dl	.04 g/dl			
	(blood and breath)					
Miss.	Alcohol	.04 g/dl	.04 g/dl	Methadone	300mg/ml	150 ng/ml
	Amphetamines	1,000 ng/ml	500 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml
	Cannabinoids	50 bg/ml	5 ng/ml	Phencyclidine	25 ng/ml	25 ng/ml
	Cocaine	300 ng/ml	150 bg/ml	Opiates	2000 ng/ml	2000 ng/ml

Under various circumstances a blood test could be performed; ex; serious accident or death involved.

Any employee who has a confirmed positive drug and or alcohol test may forfeit eligibility for medical and indemnity benefits under this State's Worker's Compensation State Law and may also forfeit unemployment benefits, under State law.

2. **Refusal to Test**

Any employee who refuses to submit to a required drug and or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits, under this States Worker's Compensation Law and will also forfeit unemployment benefits under State Law.

E. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug-testing program are confidential communications. Results may not be used or received in evidence, unless obtained in discovery or by subpoena, or disclosed in any public or private proceedings, except in accordance with this Rule. The information and results may be used in determining compensability under State law.

2. Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.

3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.

4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agents defense in a civil or administrative matter.

F. Prescription and Non-Prescription Medications:

The company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical review Officer both prior to and after the drug or alcohol test.
No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container, which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication to the immediate manager or human resources, which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

G. Drugs To Be Tested For: Common and Chemical Name

Over-the- counter and prescription drugs, which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) thyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 %) proof.
AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphetamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc) Marinol (Dronabinol, TEC).
COCAINE: (Coke, crack, blow, nose candy, toot, snow) Cocaine HCI topical Solution (Roxanne)
PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.
METHAQUALONE: (ludes, qualude, optimil, parest) Not legal by prescription.
OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codene, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guituss AC, Novahistine DM, Novahistine, Expectorant, Dilaudid (Hydromorphine), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.
BARBITUARATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
BENZODIAZEPHINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcoin, Paxipam, Restoril, and Centrax.
METHADONE: Dolphine, Methadose
PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company must test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

H. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five [1]working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results.[2] If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days [3] that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.

2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to State law, or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

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[1] In Mississippi - 10 days
[2] In Arkansas - 10 days
[3] In Mississippi – 10 days

I. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the medical review Officer and the sample shall be retained by the laboratory until the case is settled.

J. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results, which could have been caused by prescription or non-prescription medication taken, by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication. **Refer to K**

K. Employee Protection

Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (l) year.

1. During the 180-day period [4] after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another SAMSHA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.

2. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.

3. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the present or absence of HIV antibodies in that persons body fluids.

4. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All

[4] In Mississippi – 90-day period

initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.

5. If an employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program, this company will not discharge, discipline, or otherwise discriminate against the employee solely because the employee, while under the employ of the employer, has voluntarily sought treatment for a drug-related problem.

L. SAMSHA and /or NIDA Certified Testing Laboratories and MRO

This company uses only SAMSHA certified testing laboratories and AAMROC Certified Medical Review Officers. For information concerning laboratories and medical review officer services, please contact: Total Compliance Network/ South Atlantic Testing Services, 3300 University Drive Suite 903, Coral Springs, Florida 33065. (954) 341-2525.

M. Drug Referral Services and Support Groups

1. **Alcohol Hot line: 1-800-ALCOHOL, 24-hour referral line for information on programs designed for alcoholics.**
2. **Cocaine Hot line: 1-800-COCAINE, 24-hour referral line for information on programs designed for cocaine abuse.**
3. **National Drug & Alcohol Treatment and Referral Hot line: 1-800-662-4357, confidential information on treatment, self-help, and support programs for drug users.**

Florida:

Transitions Counseling	Tampa Metro Treatment Center	Columbia Lawnwood Pavilion	Operation Par
1928 N.E. 154th St.	5202 East Busch Blvd.	1870 North Lawnwood Circle	10901 -C Roosevelt Blvd Suite100
N. Miami Beach, Fl. 33162	Tampa, Fl. 33617	Fort Plierce, Fl. 34950	St. Petersburg, Fl. 33716
1-800-626-1980	813-980-3260	561-466-1500	813-577-5812

Arkansas:

Crittenden County Council	St. Frances Behavioral Outreach	Sober Living Incorporated	Al-Anon Family Groups
500 East Broadway Street	703 Calvin Avery Drive	145 West Broadway Street	1912 South Spring Street
West Memphis, AR	West Memphis, AR.	Forrest City, AR	Little Rock, AR.
870-732-4017	870-732-2300	870-630-2105	501-372-5234

Mississippi:

Alcohol & Chemical Dependency	Clearview Recovery Center	Memorial Behavioral Health	Pine Belt Mental Health Care
1220 Jefferson Street	3 Clearview Circle	100 South 20th Avenue	820 South 28th Avenue
Laurel, MS	Moselle, MS.	Hattiesburg, MS.	Hattiesburg, MS.
601-426-4337	601-544-1499	601-545-9300	601-264-2111

Georgia:

Coastal Addiction Counseling	Gateway Drug & Alcohol	Camp C. Annette Counseling Center	Counseling Associates of N. GA
3216 Shrine Road	1609 Newcastle Street	1 South Main Street	317 Grassdale Road
Brunswick, GA	Brunswick, GA.	Jasper, GA.	Cartersville, GA
912-262-1498	912-264-7340	706-692-1018	770-386-3777

N. Training and Educational Requirements

1. Florida-Educational material on substance Abuse will be provided to all employers. Supervisors of CDL licensed drivers must attend an annual training class on detecting, documenting and handling reasonable suspicion substance and alcohol abuse; 1 hour on substance abuse and 1 hour on alcohol abuse

2. Arkansas, Mississippi – A 1-hour annual educational class on alcohol and substance abuse will be provided to all employees.

3. Georgia – A 1-hour semi-annual educational class on alcohol and substance abuse will be provided to all employees.

4. All Supervisors, including Supervisors of CDL drivers in Arkansas, Georgia and Mississippi must attend an annual training class on detecting, documenting and handling reasonable suspicion substance and alcohol abuse; 1 hour on substance abuse, 1 hour on alcohol abuse.

EDUCATIONAL MATERIAL ON SUBSTANCE ABUSE

WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Personnel. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and or feelings of inadequency.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substances abuse destroys work performance, resulting in reduced productivity, motivation, quality or work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like
playing with fire – it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP'S) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are **voluntary** and **confidential!** No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another sources for help is your pone book. Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. Encourage those who need help to get it, at work or in the community. One of the most

effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL – Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **DO YOU:**

- **Lose time from work due to drinking?**
- **Have trouble sleeping?**
- **Feel easily frustrated?**
- **Blame others for your problems?**
- **Let family or job responsibilities slide?**
- **Find you have lost weight?**
- **Have violent mood swings.**
- **Want to drink in the morning?**
- **Drink to feel more confident or outgoing?**
- **Find you are overanxious or oversensitive?**
- **Drink alone?**
- **Forget what happened when you're drinking?**
- **Find your mind is not working quickly**.

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem. *Admitting* that you have a problem is the first step. The best place to start solving it is by contacting Alcoholics Anonymous. An AA Group is as close as your phone book. **Alcohol** is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1 ½ ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Lowe self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average heavy drinkers shorten their life span by about ten years. **Other Effects:**

- **Greatly impaired driving ability**
- **Impaired vision and judgment**
- **Lowering inhibitions**
- **Reduced coordination and reflex action**

- **Inability to divide attention**
- **Overindulgence (hangover) can cause** headaches, nausea, dehydration, unclear thinking, unsettled digestion and or aching muscles.

MARIJUANA - Marijuana is also known as "grass", "pot", "weed," "Mary Jane", "herb", "a joint" and " a roach", among the other street names.

FACT: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. Marijuana alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution and sensory/motor abilities. **Other Effects:**

- **Increased pulse rate and blood pressure**
- **Altered sense of identity**
- **Dulling of attention**
- **Reduction or temporary loss of fertility**
- **Rapidly changing emotions and erratic behavior**
- **Impaired memory**
- **Hallucinations, fantasies and paranoia**

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, Cocaine is inhaled (snorted), ingested, or injected. It is known as "coke", "snow", "nose candy" and "lady". Cocaine is also used in a free – base form known as "crack" or "the rock" which is smoked. It acquired its name from the popping sound heard when it is heated.
Fact: Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. **IT IS NOT.** Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and lasts about 15 minutes. The most dangerous effects of crack are that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heart-regulating center in the brain is also disrupted, dangerously high body temperature can occur. With high doses, brain functioning, breathing and heartbeat are depressed-leading to death.

Other Effects:

- **Impaired driving ability**
- **Reduced sense of humor**
- **Mood swings**
- **Heightened, but momentary, feeling of confidence, strength and endurance**
- **Paranoia, which can trigger mental disorders in users prone to mental instability**
- **Repeated sniffing/snorting results in irritation of the nostrils and nasal membrane.**

- **Compulsive behavior such as teeth grinding or repeated hand washing.**

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are "speed","uppers", "black beauties","bennies", "wake ups", "football" and "dexies".

Fact: People with a history of sustained low-dose use; quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported.

Other Effects.

- **Loss of appetite**
- **Increased heart rate and blood pressure**
- **Exaggerated reflexes**
- **Perspiration, headaches and dizziness**
- **Irritability, anxiety, apprehension**
- **Difficulty in focusing eyes**
- **Distorted thinking**
- **Short term insomnia**

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are "horse", "hard stuff", "M", "brown sugar", "Harry" and "Mr. H".

Fact: Heroin, also called "junk" or "smack", accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.
Other Effects:

- **Reduced vision, impaired driving ability**
- **Constipation, decreased physical ability**
- **Change in sleeping habits, drowsiness followed by sleep**
- **Short-lived state of euphoria, possible death**

PHENCYCLIDINE (PCP) - also called "angel dust", 'rocket fuel", "super kools" and "killer weed" was developed as a surgical anesthetic in the late 1950's. Later due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

FACT: ***PCP*** is very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. **PCP** scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of PCP produces a rush sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**

- **Impaired driving ability**
- **Involuntary eye movement**
- **Drowsiness**
- **Perspiration**
- **Thick, slurred speech**
- **Repetitive speech patterns**
- **Blank stare**
- **Incomplete verbal responses**

COMBINATIONS OF DRUGS – The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.

DISCLAIMER:
The information provided is for educational purposes only. The employee or applicant has the responsibility to consult with a physician or a trained professional regarding the use of drugs and programs for assistance.

Revised
February l, 2002

Company ID Number: 122833

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Allied Universal Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 122833

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Allied Universal Corporation

Andrea L Smith	
Name (Please type or print)	Title
Electronically Signed	**05/28/2008**
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 122833

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**05/28/2008**
Signature	Date

Company ID Number: 122833

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name:	**Allied Universal Corporation**
Company Facility Address:	**3901 NW 115 Avenue** **Miami, FL 33178**
Company Alternate Address:	**3901 NW 115 Avenue** **Miami, FL 33178**
County or Parish:	**MIAMI-DADE**
Employer Identification Number:	**590776285**
North American Industry Classification Systems Code:	**325**
Parent Company:	
Number of Employees:	**100 to 499**
Number of Sites Verified for:	**8**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSISSIPPI 1 site(s)
- FLORIDA 4 site(s)
- ARKANSAS 1 site(s)
- GEORGIA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Tawana Houston**		
Telephone Number:	**(305) 888 - 2623 ext. 131**	Fax Number:	**(305) 392 - 5732**
E-mail Address:	**TawanaH@allieduniversal.com**		
Name:	**Irene Ham**		
Telephone Number:	**(305) 888 - 2623 ext. 148**	Fax Number:	**(305) 392 - 5732**
E-mail Address:	**IrencH@allieduniversal.com**		
Name:	**Andrea L Smith**		

Company ID Number: 122833

Telephone Number:	**(305) 888 - 2623 ext. 124**	Fax Number:	**(305) 392 - 5732**
E-mail Address:	**AndreaS@allieduniversal.com**		

ALLIUNI-01 TGARRIDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Teresa Garrido	
Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS: tgarrido@caffllc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Ins Company	17370
INSURED	INSURER B : Great Divide Insurance Co	25224
Allied Universal Corp. 3901 NW 115 Avenue Miami, FL 33178	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] CLAIMS-MADE [ ] OCCUR	X		GLP202370314	8/31/2021	8/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[X] Retro Date 1/12/1988						MED EXP (Any one person)	$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			BAP202370414	8/31/2021	8/31/2022	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			FFX202370614	8/31/2021	8/31/2022	EACH OCCURRENCE	$ 4,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability			SSP202370514	8/31/2021	8/31/2022	Ech Poll Condition**	1,000,000
A	Poll Retro 8/21/95			SSP202370514	8/31/2021	8/31/2022	Total Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is included as additional insured with respect to general liability when required by written contract, in accordance with the policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Cocoa
375 N. Cocoa Blvd.
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 9155 S. Dadeland Blvd. MIAMI FL 33156	**CONTACT NAME:** Lillie Alvarez **PHONE (A/C, No, Ext):** 561-998-6782 **FAX (A/C, No):** 305-592-4049 **E-MAIL ADDRESS:** Lillie_Alvarez@ajg.com
INSURED ALLIUNI-03 Allied Universal Corporation 3901 NW 115th Ave Miami, FL 33178	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Granite State Insurance Company / 23809 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 742182117 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			039326857	6/30/2022	6/30/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**		N / A				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Cocoa
65 Stone St
Cocoa FL 32922
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF COCOA

SERVICE CONTRACT

B-22-12-COC-C
WATER TREATMENT CHEMICALS – FERRIC SULFATE
THATCHER CHEMICAL OF FLORIDA, INC.

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

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SERVICE AGREEMENT

Water and Wastewater Treatment Chemicals for Dyal Water Treatment Plant

THIS AGREEMENT ("Agreement") is made the _____ day of _____, 2022, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "CITY," and THATCHER CHEMICAL OF FLORIDA, INC., with its principal place of business located at 245 Hazen Road, Deland, FL, 32720, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain water treatment chemicals as are necessary for the functioning of the Dyal Water Treatment Plant to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and CITY are hereby bound by the terms and conditions of this Agreement. CITY and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Purchase Order, attached hereto as **Exhibit "A"** and incorporated by reference; and by the CITY's Invitation to Bid Number ITB B-22-12-COC, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, SERVICE PROVIDER shall comply with all necessary and relevant Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, CITY shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will provide services related to the transportaiton and delivery of chemicals, specifically Liquid Ferric Sulfate, for water and wastewater treatment at the Dyal Wastewater Plant, as are described in **Exhibit "B,"** attached hereto and incorporated herein by this reference, generally referred to as "Services" herein. SERVICE PROVIDER shall ensure that the Liquid Ferric Sulfate provided to CITY meets the quality and purity standards outlined in **Exhibit "B."** Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Liquid Ferric Sulfate.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to come to the CITY's Dyal Water Treatment Plant, or such other places as reasonably designated by the CITY, to perform the Services as necessary. The address of the Dyal Water Treatment Plant and other such places designated by the CITY for service are provided in **Exhibit "B,"** and are incorporated herein by reference. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to CITY shall be delivered on an as-needed basis to CITY. Deliveries are FOB to the CITY's destination. When Services are required, CITY shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the CITY. CITY shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the CITY operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** SERVICE PROVIDER shall ensure that an appropriate Material Compliance Certificate of Analysis is provided for each lot shipped to CITY. All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work as reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITYs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER'S Bid Price Schedule, which is found in SERVICE PROVIDER'S Response to ITB B-22-12-COC. SERVICE PROVIDER'S Response to ITB B-22-12-COC and the Bid Price Schedule contained therein are attached hereto as **Exhibit "C,"** and are incorporated by reference. Pursuant to **Exhibit "B,"** delivery shall be FOB to the CITY's destination. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided.

All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be as contained in **Exhibit "B."** The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The CITY's City Manager may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this

Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

For purposes of this indemnification only, SERVICE PROVIDER shall indemnify the CITY for claims made by the employees of SERVICE PROVIDER, and SERVICE PROVIDER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER 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 under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

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

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies

of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER 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 public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER 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 any time. 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 SERVICE PROVIDER, 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 SERVICE PROVIDER.

C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. THE SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all loses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of $1,000,000 per occurrence and $2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:
THATCHER CHEMICAL OF FLORIDA, INC.,
245 Hazen Road
Deland, FL, 32720
Att'n: Craig N. Thatcher, C.E.O.

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.

SECTION TWELVE
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER 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.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this Agreement without a writing.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as **Exhibits**. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY

staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. 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. SERVICE PROVIDER 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.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and

equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

13. SERVICE PROVIDER 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 and the incorporated **Exhibits**. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in **Exhibit "B."** SERVICE PROVIDER shall ensure, as provided in **Exhibit "B,"** that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws, related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.

14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state, and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of its product, as applicable. SERVICE PROVIDER shall provide this assistance at no charge to the CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.

16. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.

17. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER'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; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

    B. Have not, within the preceding five-year period, 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 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 or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

    D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

    A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

    B. This Agreement;

    C. Exhibits to this Agreement.

    Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

Printed Name: Craig N. Thatcher

Title: C.E.O.

Date: August 24, 2022

CITY OF COCOA:

Stockton Whitten, City Manager

Date: _____

ATTEST:

Carie Shealy, City Clerk, MMC

EXHIBIT A

City of Cocoa Purchase Order Terms and Conditions

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization

of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice,

Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or

City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller 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. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller 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. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller 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 is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

EXHIBIT B

Invitation to Bid B-22-12-COC
Published June 20, 2022

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

The City of Cocoa is accepting sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide water and wastewater treatment chemicals, as described in this Invitation to Bid (ITB).

Summary of Project:
The City of Cocoa is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Liquid Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be no Pre-Bid conference held for this project.

Questions regarding this solicitation must be received in writing at the address above no later than **Friday, July 01, 2022, at 5:00PM.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award

bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022

TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

SECTION 1 INTRODUCTION

1. The City of Cocoa's Purchasing Department, on behalf of City of Cocoa Dyal Water Treatment Plant, representing Cocoa Utilities Department, is soliciting for a contractor to furnish all materials, service, equipment, and labor required for the following water and wastewater treatments chemicals; Sodium Hypochlorite, Ferric Sulfate and Carbon Dioxide as described in this Invitation to Bid (ITB).

1.01 DESCRIPTION OF WORK

Contractor(s) warrant that chemicals provided as a result of this ITB:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
b. Conform to the general chemical specifications contained herein
c. Are free from impurities of any kind

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City promptly replace with item that meets specifications.

Chemical Specifications:

The type and general description of chemicals are provided in this section.

1. **LIQUID FERRIC SULFATE**:

A. **GENERAL -** The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

B. **PRODUCT**

a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.
c) The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable

for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

d) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron……..0.1% max
Free Acid (as % H2SO4)…….0.25% max
% Insoluble…….0.1% max

e) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic……1 mg/kg
Cadmium……...0.5 mg/kg
Chromium……..……10 mg/kg
Lead……..1.0 mg/kg
Mercury……0.2 mg/kg
Selenium…….2 mg/kg
Silver……10 mg/kg
Nitrites (as N)……..75 mg/kg
Total Organic Carbon…0 mg/kg
Nickel……..40 mg/kg
Beryllium…….1.0 mg/kg
Thallium…….10.0 mg/
Total Nitrate and Nitrite (as N)……150 mg/kg

Copper…….....5 mg/kg
Zinc……...15 mg/kg
Manganese……..120 mg/kg
Barium……. 10 mg/kg
Chloride……..100 mg/kg
Fluoride……60 mg/kg
Titanium……...50 mg/kg
Nitrates (as N)……..75 mg/kg
Sodium…….1000 mg/kg
Molybdenum……10 mg/kg
Antimony……1.0 mg/kg
Cyanide……...1.0 mg/kg

f) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.

g) The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 1, subsection 1Ba, 1Bd and 1Be.

C. QUALITY CONTROL AND TESTING

a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.

b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.

c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

D. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

E. **PURCHASE AND DELIVERY**

a) These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Liquid Ferric Sulfate shall be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.

d) The CITY shall have sole discretion as to when deliveries are to be received.

e) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of dry tons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

f) The Contractor shall ensure all hoses used in unloading of chemicals are in good condition. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the City's storage tanks. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

g) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.

h) All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
- Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

i) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will

be retained by the Contractor. If required by the City the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

j) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

F. **BID PRICES** - The price quoted shall be firm and based on a per ton basis of Ferric Iron (Fe+3), delivered FOB to the CITY'S destination.

G. **QUANTITIES** – Approximately 167.00 dry tons (more or less) of dry Ferric Iron (Fe+3). The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

H. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

I. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.

b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill of leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole

responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.

c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

J. MATERIAL SAFETY DATA SHEET SUBMITTAL

a) The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment for each Participating Public Agency request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

K. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

2. LIQUID SODIUM HYPOCHLORITE:

A. **GENERAL –** The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

B. **PRODUCT**

a) The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.0 - 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below

Trade Percent/Percent by Volume	12 – 12.5 %
Specific Gravity	1.159 – 1.169
pH	12.5 – 13.0
Iron	01 – 0.2 mg/L
Chlorate	500 – 1000 mg/L
Bromate	Not Detected

b) The Liquid Sodium Hypochlorite shall have a Greenish-yellow liquid appearance.

C. **QUALITY CONTROL AND TESTING**

a) The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
b) If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
c) All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

D. **PURCHASE AND DELIVERY**

a) Delivery of Liquid Sodium Hypochlorite shall be made to the:
   - Jerry Sellers Water Reclamation Facility, 375 North Cocoa Blvd., Cocoa, Florida
   - Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Liquid Sodium Hypochlorite is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.
c) Deliveries should be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the CITY.
d) The CITY shall have sole discretion as to when deliveries are to be received.
e) The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
   1) date of delivery,
   2) Bill of Lading/Weigh Slip Number
   3) gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   4) tare weight of delivery vehicle in pounds, and
   5) net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   6) Number of gallons

f) The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.
g) Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
h) The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
i) The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tank along with the correct cam-lock fitting.
j) The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of pounds. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

k) The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

l) The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City. Failure to deliver at the time specified, or as amended in writing by the City or failure to make replacements of rejected chemicals shall constitute a breach of contract.

m) A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

n) Should the bidder deliver Liquid Sodium Hypochlorite which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Sodium Hypochlorite with materials which meet the requirements of this specification at no additional cost to the CITY.

E. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Liquid Sodium Hypochlorite, delivered FOB to the CITY'S destination.

F. **QUANTITIES**

a) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Dyal Water Treatment Plant, Wewahootee, and the Remote Booster Stations is 625,000 gallons**.

b) Although not guaranteed, the expected annual quantity of Liquid Sodium Hypochlorite per year at the **Sellers Water Reclamation Plant is 196,000 gallons**.

G. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**

a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:

1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

3. CARBON DIOXIDE:

A. **GENERAL -** Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

B. **PRODUCT**

a) The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO2 content of 99.5% by weight.

b) The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide suppled shall meet NSF/ANSI 60 Specifications

C. **PURCHASE AND DELIVERY**

a) These specifications provide for the furnishing of Carbon Dioxide for potable water treatment, to Delivery shall be prepaid, FOB to the Claude H. Dyal WTP, 28400 State Road 520, Christmas, Florida, 32709, located about 4 miles west of St. Johns River, State Road #520, Orange County, Florida.

b) Carbon Dioxide is to be delivered on an as-needed basis to the City of Cocoa, Florida **within three days (72 hours) of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

c) Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation

D. **BID PRICES -** The price quoted shall be firm and based on a per ton basis of Carbon Dioxide, delivered FOB to the CITY'S destination.

E. **QUANTITIES** Although not guaranteed, the expected annual quantity of Carbon Dioxide per year at the Dyal Water Treatment Plant is 2,110,000 lbs. per year.

F. **MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTAL**

a) The MSDS must accompany the first shipment for each Participating Public Agency request. The following MSDS related documentation must be furnished to the City in Compliance with Chapter 442, Florida Statutes:

1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
2. National Sanitation Foundation certification for the quoted chemical.
3. Chemical certificate of analysis for all chemicals.

1.02 MINIUM QUALIFICATIONS

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The Chemicals for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the respondent's proposal may be grounds for deeming the proposal unresponsive and removing it from further consideration.

1.03 PROJECT COMPLETION TIME

The initial term of the agreement will be for one (1) year with the option to extend for three (3) additional one (1) year periods.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Monday, 06/20/2022 at 8:00am EST**
Pre-Bid Conference	**N/A**
Deadline for Questions	**Friday, 07/01/2022 at 5:00pm EST**
Bid Due Date and Time	**Wednesday, 7/19/2022 at 3:00pm EST**
Anticipated Notice of Intent to Award	**Thursday, 08/04/2022**
City Council Approval of Contract	**Tuesday, 08/23/2022**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents

without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up

by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 MANDATORY PRE-BID MEETING

There will be no Pre-Bid conference held for this project.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

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

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

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone(321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – Not used

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

3.02 PERFORMANCE AND PAYMENT BONDS-Not Used

3.03 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications for each chemical. A single award or multiple awards may be made as determined by the City and in accordance with Section 4.44 of this announcement.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of

the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

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 the Contractor 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, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the 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
3. 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 the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the 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 the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **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 AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484,** cshealy@cocoafl.org**, 65 Stone Street, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD ROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If

a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in

effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder 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 Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing

Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, 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 with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify 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 bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the

general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company 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 Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is

engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.

B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.

C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems

appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "A"

Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____ _____

_____

_____

Company Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES:_____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "D" Not Used

~~**Bid Security Bond**~~

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022

TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ _____ OF _____ _____ _____;~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~NOTARY PUBLIC _____~~

~~STATE OF _____~~

~~MY COMMISSION EXPIRES: _____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

~~Attorney in Fact for Signature~~	~~Printed Name of Attorney in Fact~~	~~Florida Licensed Agent Signature~~	~~Printed Name of Licensed Agent~~	~~License Surety Number~~

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~Failure to submit this form may be grounds for disqualification of your submittal~~

City of Cocoa | Finance Department | Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity	Unit Price[2]	Delivery Days[3]
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble	Dry Ton	167.00/Year		
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year		
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year		

1-See specifications section for detailed chemical requirements
2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.
3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____ DUNS: _____
Authorized Signatory Printed Name

_____ _____ CAGE Code: _____
Title Date As issued through www.sam.gov

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "F"-Not Used

~~Trench Safety Certification~~

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5 feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

	~~Trench Safety Measure (Description)~~	~~Units of Measure~~	~~Quantity~~	~~Unit Cost~~	~~Extended Cost~~
~~1.~~					
~~2.~~					
~~3.~~					
~~4.~~					
~~5.~~					

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

~~Bidder/Contractor Name:~~ _____

~~Mailing Address:~~ _____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____

~~Authorized Signatory~~ ~~Printed Name~~

_____ _____

~~Title~~ ~~Date~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory — Printed Name

_____ _____

Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

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

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 herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **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.

D. **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 herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2022, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"

Organizational Information

The Bidder 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/Bidder 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 Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: B-22-12-COC**	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "M"- Not Used

~~Truth-in-Negotiations Certification~~

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~
_____

~~Mailing Address:~~
_____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____
~~Authorized Signatory~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

~~STATE OF~~ _____
~~COUNTY OF~~ _____

~~The foregoing instrument was executed before me this~~ ____ ~~day of~~ _____, 2019, ~~by~~ _____ ~~as~~ _____ ~~of~~ _____, ~~who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced~~ _____ ~~as identification.~~

_____
~~NOTARY PUBLIC, State of~~ _____

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~
~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in 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 contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below 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 Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P"

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: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

EXHIBIT C

Thatcher Chemical of Florida, Inc. Response
Publicly Opened July 19, 2022

City of Cocoa | Finance Department | Purchasing & Contracts Division	Solicitation No: B-22-12-COC
65 Stone Street, Cocoa, FL 32922	
Phone: 321-433-8486, or extension 8844 | Fax: 321-433-8690	Due Date: July 19, 2022@ 3:00PM
INVITATION TO BID (ITB)	
TITLE: Water and Wastewater Treatment Chemicals	

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

7/25/22

Item	Description[1]	Unit of Measure	Estimated Quantity	Unit Price[2]	Delivery Days[3]
1	Ferric Sulfate (Dry Ferric Iron (FE+3), 12%-14% ferric iron, soluble	Dry Ton	167.00/Year	~~$471.00~~ $2,355.00	3
2	Liquid Sodium Hypochlorite, 12.0% -12.5%	Gallon	821,000/Year	No Bid	N/A
3	Carbon Dioxide, 99.5%	Pound	2,110,000/Year	No Bid	N/A

Manufacturer: Thatcher Chemical of Florida, Inc.

1-See specifications section for detailed chemical requirements
2-Unit price is to be quoted as delivered price which is inclusive of freight and "other" charges. Enter N/A if not bidding on this item.
3-Anticipated number of days to deliver after order is placed

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (2) options to renew this Contract for one (1) additional years, for a total of three (3) years.

NOTE: Appendices A and B form part of our proposal.

Proposer/Contractor Name: Thatcher Chemical of Florida, Inc.

Mailing Address: P. O. Box 27407, Salt Lake City, UT 84127-0407

Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address: mike.jackson@chem.com; wendy.richmond@tchem.com

Craig N. Thatcher
Authorized Signatory

Craig N. Thatcher
Printed Name

FEIN: 26-1375349 DUNS: 00-419-6733

C.E.O.
Title

July 15, 2022
Date

CAGE Code: 6YFW4
As issued through www.sam.gov

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was executed before me this 15th day of July, 20 22, by Craig N. Thatcher as C.E.O. of Thatcher Chemical of Florida, Inc, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR has produced~~ _____ as identification.

(stamp)
WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

Wendy G. Richmond
Wendy G. Richmond

NOTARY PUBLIC, State of Utah

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
"Failure to submit this form may be grounds for disqualification of your submittal"

THATCHER CHEMICAL OF FLORIDA, INC.
P. O. Box 489, Deland, FL 32721-0489

Phone (386) 490-1638
Fax (386) 490-1641

July 22, 2022

Brian Dale
Purchasing Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8833
bdale@cocoafl.gov

RE: ITB B-22-12-COC Ferric Sulfate 13%

Mr. Dale:

Due to a misunderstanding of how the price of Ferric Sulfate for this bid was to be submitted we calculated our submission as dry tons of Ferric Sulfate. We were informed of this error and would like to submit a correction to our bid calculated in dry tons of Ferric Iron. This changes our bid submission to $2,355/ton of Ferric Iron.

Please accept this correction and feel free to reach out to Mike Jackson mike.jackson@tchem.com if you have further questions.

Sincerely,

Craig N. Thatcher
C.E.O.

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

AFFIANT SIGNATURE

Craig N. Thatcher

Typed Name of AFFIANT

C.E.O.

Title

The foregoing instrument was executed before me this 15th day of July, 2022, by Craig N. Thatcher as C.E.O. of Thatcher Chemical of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR has produced~~ _____ as identification.

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

WENDY G. RICHMOND,
NOTARY PUBLIC
STATE OF UTAH
MY COMMISSION EXPIRES: January 11, 2023

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 7/5/2022

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Bidder/Contractor Name:
Thatcher Chemical of Florida, Inc.

Mailing Address:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address:
mike.jackson@tchem.com; wendy.richmond@tchem.com

Craig N. Thatcher
Authorized Signatory

26-1375349 FEIN:

Printed Name

C.E.O.
Title

July 15, 2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "F"-Not Used

~~Trench Safety Certification~~

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5 feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

	~~Trench Safety Measure (Description)~~	~~Units of Measure~~	~~Quantity~~	~~Unit Cost~~	~~Extended Cost~~
~~1.~~					
~~2.~~					
~~3.~~					
~~4.~~					
~~5.~~					

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

~~Bidder/Contractor Name:~~ _____

~~Mailing Address:~~ _____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____

~~Authorized Signatory~~ ~~Printed Name~~

_____ _____

~~Title~~ ~~Date~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "G"
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Thatcher Chemical of Florida, Inc.

Mailing Address:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address:
mike.jackson@tchem.com; wendy.richmond@tchem.com

Craig N. Thatcher — 26-1375349 FEIN:

Craig N. Thatcher
Authorized Signatory — Printed Name

C.E.O.
Title

July 15, 2022
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H"
Drug-Free Workplace Certification

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

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 herein, is truthful and correct at the time of submission.

Craig N. Thatcher
AFFIANT SIGNATURE

Craig N. Thatcher
Typed Name of AFFIANT

C.E.O.
Title

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was executed before me this 15th day of July, 2022, by Craig N. Thatcher as C.E.O. of Thatcher Chemical of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR has produced~~ _____ as identification.

Wendy G. Richmond

Wendy G. Richmond, NOTARY PUBLIC, State of Utah

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with ITB, or Contract Number **B-22-12-COC, Water and Wastewater Treatment Chemicals**

This sworn statement is submitted by Thatcher Chemical of Florida, Inc. whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1375349 of the individual signing this sworn statement: Craig N. Thatcher.

245 Hazen Rd.
Deland, FL
32720-3967

My name is Craig N. Thatcher and my relationship to the above entity is C.E.O.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-22-12-COC for Water and Wastewater Treatment Chemicals Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
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C. **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.

D. **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 herein, is truthful and correct at the time of submission.

Craig N. Thatcher

AUTHORIZED SIGNATURE

Craig N. Thatcher

Typed Name of AUTHORIZED SIGNATORY

C.E.O.

Title

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was executed before me this 15th day of July, 2022, by Craig N. Thatcher as C.E.O. of Thatcher Chemical of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR has produced~~ _____ as identification.

Wendy G. Richmond

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

Wendy G. Richmond

NOTARY PUBLIC, State of Utah

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J"

Organizational Information

The Bidder 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/Bidder 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	Florida
Principal Place of Business (Enter Address)	245 Hazen Road, Deland, FL 32720-3967
Federal I.D Number	26-1375349

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Thatcher Chemical of Florida, Inc.

Mailing Address:
P. O. Box 27407, Salt Lake City, UT 8417-0407

THATCHER CHEMICAL OF FLORIDA, INC.
P. O. Box 489, Deland, FL 32721-0489

Phone (386) 490-1638
Fax (386) 490-1641

CORPORATE RESOLUTION

THATCHER CHEMICAL OF FLORIDA, INC.

The undersigned, being the C.E.O. and President of THATCHER CHEMICAL OF FLORIDA, INC., a Florida corporation, does hereby certify that at a meeting of the Board of Directors of said corporation duly called held on April 14, 2021, at which a quorum was present, the Board of Directors adopted the following resolution which has not been modified or rescinded:

RESOLVED, that the following officers shall be elected to the following offices in the corporation:

Craig N. Thatcher, C.E.O. and President of the Corporation

Diane T. Barlow, Secretary of the Corporation

Date: April 14, 2021

Craig N. Thatcher
C.E.O. and President

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number: ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date: July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Telephone Number: (386) 490-1938 Fax Number: (386) 490-1641 E-mail Address: mike.jackson@tchem.com; wendy.richmond@tchem.com

Authorized Signatory

Craig N. Thatcher FEIN: 26-1375349

Printed Name

C.E.O.

Title

July 15, 2022

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☒ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: B-22-12-COC**	
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	**Due Date:** **July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Bidder/Contractor Name:
Thatcher Chemical of Florida, Inc.

Mailing Address:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address:
mike.jackson@tchem.com;
wendy.richmond@tchem.com

Craig N. Thatcher — 26-1375349 FEIN:
Authorized Signatory — Printed Name

C.E.O. — July 15, 2022
Title — Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "L"

References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Liquid Aluminum Sulfate				
Type of Project/Service: Delivery of liquid aluminum sulfate.				
Address: 3190 Motor Pool Road , Winter Haven, FL 33880				
Contracting Agency/Client: City of Winter Haven				
Contact Name and Phone #: Terry Carver, Superintendent; (863) 291-5763				
Contact Email Address and Fax #: tcarver@mywinterhaven.com				
Contract Amount: $185,000	Start Date:	4/2018	End Date:	4/2019
Project #2:				
Project Name: Sodium Bisulfite				
Type of Project/Service: Delivery of sodium bisulfite.				
Address: 1501 Raleigh Street, Fort Myers, FL 33902				
Contracting Agency/Client: City of Ft. Myers				
Contact Name and Phone #: Anthony Leporatti; (239) 321-7583 ext. 7583				
Contact Email Address and Fax #: aleporatti@cityftmyers.com				
Contract Amount: $325,000	Start Date:	11/2018	End Date:	Current
Project #3:				
Project Name: Ferric Sulfate 10%				
Type of Project/Service: Delivery of ferric sulfate.				
Address: 3176 Old Jennings Road, Middleburg, FL 32068				
Contracting Agency/Client: Clay County				
Contact Name and Phone #: Philip Hendrix; (904) 626-3889				
Contact Email Address and Fax #: phendrix@clayutility.org				
Contract Amount: $210,000	Start Date:	10/2010	End Date:	Current
Project #4:				
Project Name: Liquid Aluminum Sulfate				
Type of Project/Service: Delivery of liquid aluminum sulfate.				
Address: 1650 North Arcturas Avenue, Clearwater, FL 33765				
Contracting Agency/Client: City of Clearwater				
Contact Name and Phone #: Mike Flannigan; (727) 224-7690				
Contact Email Address and Fax #: Michael.flannigan@myclearwater.com				
Contract Amount: $223,000	Start Date:	12/2019	End Date:	Current
Project #5:				
Project Name: Sodium Bisulfite				
Type of Project/Service: Delivery of sodium bisulfite.				
Address: 11005 Dale Stitik Drive, Tampa, FL 33626				
Contracting Agency/Client: Hillsborough County				
Contact Name and Phone #: Antoine Harris; (813) 264-3905				
Contact Email Address and Fax #: HarrisAe@hillsboroughcounty.org				
Contract Amount: $280,000	Start Date:	1/2020	End Date:	Current

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number:** **ITB B-22-12-COC**
	INVITATION TO BID (ITB)	**Due Date:** **July 19, 2022**
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "M"- Not Used

~~**Truth-in-Negotiations Certification**~~

~~For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.~~

~~Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.~~

~~Proposer/Contractor Name:~~
_____

~~Mailing Address:~~
_____

~~Telephone Number:~~ _____ ~~Fax Number:~~ _____ ~~E-mail Address:~~ _____

_____ _____ ~~FEIN:~~ _____
~~Authorized Signatory~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

~~STATE OF~~ _____
~~COUNTY OF~~ _____

~~The foregoing instrument was executed before me this~~ ____ ~~day of~~ _____, ~~2019, by~~ _____ ~~as~~ _____ ~~of~~ _____, ~~who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced~~ _____ ~~as identification.~~

_____
_____ ~~NOTARY PUBLIC, State of~~ _____

~~**PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE**~~
~~**Failure to submit this form may be grounds for disqualification of your submittal**~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "N"

Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-22-12-COC**

TITLE: Water and Wastewater Treatment Chemicals

SOLICITATION DUE DATE: 07/19/2022 TIME: 3:00pm Local Time

FROM: Thatcher Chemical of Florida, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "O"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in 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 contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below 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 Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Thatcher Chemical of Florida, Inc.

Mailing Address:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Telephone Number: (386) 490-1638 Fax Number: (386) 490-1641 E-mail Address: mike.jackson@tchem.com; wendy.richmond@tchem.com

Craig N. Thatcher FEIN: 26-1375349

Signatory Printed Name Authorized

C.E.O. July 15, 2022

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-22-12-COC
	INVITATION TO BID (ITB)	Due Date: July 19, 2022
TITLE: WATER AND WASTEWATER TREATMENT CHEMICALS		

Attachment "P"

E-Verify Contractor Affidavit

I hereby certify that Thatcher Chemical of Florida, 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 Thatcher Chemical of Florida, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Craig N. Thatcher

Print Name: Craig N. Thatcher

Date: July 15, 2022

STATE OF ~~FLORIDA~~ UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/15/2022 (date) by Craig N. Thatcher, C.E.O. (name of officer or agent, title of officer or agent) of Thatcher Chemical of Florida, In(name of corporation acknowledging) , a Florida (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.

Wendy G. Richmond

[Notary Seal] Notary Public

Wendy G. Richmond

Name typed, printed, or stamped

My Commission Expires: Jan. 11, 2023

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Thatcher Company Memorandum

To: Steven Rynders Dept./Loc. Thatcher Company
From: Michael Morton Dept./Ext. Thatcher Company/1257
Date: November 8, 2021
Subject: Third Party Testing, Ferric Sulfate 13%, Deland FL

Cc: Dept./Ext.

Revision History

Revision Number	Revision Date	Sections Affected	Revisions	Revision Author
0	11/8/2021		Initial Release	MWM

Third party testing of Ferric Sulfate (13% as Fe) samples produced by Thatcher Chemical of Florida, Deland, FL has been completed by a Certified Laboratory (Chemtech-Ford, Salt Lake City, UT). The results of the tests are attached to this report. Three tests (% Ferric Iron, % Ferrous Iron and % Free Acid were performed by Thatcher Company, Inc. Technical Services as they are not standard tests performed by third party laboratories.

1. % Ferric Iron, % Ferrous Iron, % Free Acid

Parameter	Lot 202140282	Lot 202140317	Lot 202140318
% Ferric Iron	13.1	13.1	13.1
% Ferrous Iron	0.0	0.0	0.0
% Free Acid	0.0	0.0	0.0
% Insolubles	<0.1%	<0.1%	<0.1%

2. Trace Metal Analysis

See Appendix 1.

3. TOC Analysis

See Appendix 2.

American West
ANALYTICAL LABORATORIES

3440 South 700 West
Salt Lake City, UT 84119

Phone: (801) 263-8686
Toll Free: (888) 263-8686
Fax: (801) 263-8687
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Jennifer Osborn
Laboratory Director

Jose Rocha
QA Officer

Matt Lewis
Thatcher Company, Inc.
1905 West Fortune Road
SLC, UT 84104
TEL: (801) 972-4587

RE: 2101001025

Dear Matt Lewis: Lab Set ID: 2111024

American West Analytical Laboratories received sample(s) on 11/1/2021 for the analyses presented in the following report.

American West Analytical Laboratories (AWAL) is accredited by The National Environmental Laboratory Accreditation Program (NELAP) in Utah and Texas; and is state accredited in Colorado, Idaho, New Mexico, Wyoming, and Missouri.

All analyses were performed in accordance to the NELAP protocols unless noted otherwise. Accreditation scope documents are available upon request. If you have any questions or concerns regarding this report please feel free to call.

The abbreviation "Surr" found in organic reports indicates a surrogate compound that is intentionally added by the laboratory to determine sample injection, extraction, and/or purging efficiency. The "Reporting Limit" found on the report is equivalent to the practical quantitation limit (PQL). This is the minimum concentration that can be reported by the method referenced and the sample matrix. The reporting limit must not be confused with any regulatory limit. Analytical results are reported to three significant figures for quality control and calculation purposes.

Thank You,

Approved by: Patrick Noteboom

Digitally signed by Patrick Noteboom
DN: cn=Patrick Noteboom, o=American West Analytical Laboratories, ou=UT00031, email=pat@awal-labs.com, c=US
Date: 2021.11.04 18:00:47 -06'00'

Laboratory Director or designee

Sample(s) were subcontracted for the following analyses:

TOC

All analyses applicable to the CWA, SDWA, and RCRA are performed in accordance to NELAC protocols. Pertinent sampling information is located on the attached COC. Confidential Business Information: This report is provided for the exclusive use of the addressee. Privileges of subsequent use of the name of this company or any member of its staff, or reproduction of this report in connection with the advertisement, promotion or sale of any product or process, or in connection with the re-publication of this report for any purpose other than for the addressee will be granted only on contact. This company accepts no responsibility except for the due performance of inspection and/or analysis in good faith and according to the rules of the trade and of science.

INORGANIC ANALYTICAL REPORT

Client: Thatcher Company, Inc. **Contact:** Matt Lewis
Project: 2101001025
Lab Sample ID: 2111024-002
Client Sample ID: Ferric Sulfate 13% Fe (202140317)
Collection Date: 11/1/2021 000h
Received Date: 11/1/2021 1650h

Analytical Results TOTAL METALS

Compound	Units	Date Prepared	Date Analyzed	Method Used	Reporting Limit	Analytical Result	Qual
Antimony	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.600	< 0.600	*
Arsenic	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.400	< 0.400	*
Barium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Beryllium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Cadmium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.0700	< 0.0700	*
Chromium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	4.00	< 4.00	*
Copper	mg/L	11/2/2021 957h	11/4/2021 1336h	SW6020B	1.00	**1.33**	^
Lead	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Manganese	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.400	**75.9**	
Mercury	mg/L	11/2/2021 1047h	11/2/2021 1637h	SW7470A	0.00900	< 0.00900	*
Molybdenum	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	**0.288**	
Nickel	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.400	**41.6**	
Selenium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Silver	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Sodium	mg/L	11/2/2021 957h	11/4/2021 1432h	SW6010D	1,000	**1,090**	
Thallium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	0.200	< 0.200	*
Titanium	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	4.00	**117**	
Zinc	mg/L	11/2/2021 957h	11/3/2021 1514h	SW6020B	1.00	**2.08**	

** - The reporting limits were raised due to sample matrix interferences.*
^ - The LCS recovery was high indicating possible bias high.

American West ANALYTICAL LABORATORIES
3440 South 700 West
Salt Lake City, UT 84119
Phone: (801) 263-8686
Toll Free: (888) 263-8686
Fax: (801) 263-8687
e-mail: awal@awal-labs.com
web: www.awal-labs.com
Jennifer Osborn
Laboratory Director
Jose Rocha
QA Officer

All analyses applicable to the CWA, SDWA, and RCRA are performed in accordance to NELAC protocols. Pertinent sampling information is located on the attached COC. Confidential Business Information: This report is provided for the exclusive use of the addressee. Privileges of subsequent use of the name of this company or any member of its staff, or reproduction of this report in connection with the advertisement, promotion or sale of any product or process, or in connection with the re-publication of this report for any purpose other than for the addressee will be granted only on contact. This company accepts no responsibility except for the due performance of inspection and/or analysis in good faith and according to the rules of the trade and of science.

INORGANIC ANALYTICAL REPORT

Client: Thatcher Company, Inc. **Contact:** Matt Lewis
Project: 2101001025
Lab Sample ID: 2111024-001
Client Sample ID: Ferric Sulfate 13% Fe (202140282)
Collection Date: 11/1/2021 000h
Received Date: 11/1/2021 1650h

Analytical Results

Compound	Units	Date Prepared	Date Analyzed	Method Used	Reporting Limit	Analytical Result	Qual
Chloride	mg/L		11/3/2021 1205h	E300.0	2,000	< 2,000	*
Cyanide	mg/L	11/3/2021 1251h	11/3/2021 1658h	E335.4	50.0	< 50.0	*
Fluoride	mg/L		11/3/2021 1205h	E300.0	2,000	< 2,000	*
Nitrate (as N)	mg/L		11/2/2021 1932h	E353.2	100	< 100	*
Nitrate/Nitrite (as N)	mg/L		11/2/2021 1932h	E353.2	100	< 100	*
Nitrite (as N)	mg/L		11/2/2021 1932h	E353.2	100	< 100	*

** - The reporting limits were raised due to sample matrix interferences.*

3440 South 700 West
Salt Lake City, UT 84119

Phone: (801) 263-8686
Toll Free: (888) 263-8686
Fax: (801) 263-8687
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Jennifer Osborn
Laboratory Director

Jose Rocha
QA Officer

All analyses applicable to the CWA, SDWA, and RCRA are performed in accordance to NELAC protocols. Pertinent sampling information is located on the attached COC. Confidential Business Information: This report is provided for the exclusive use of the addressee. Privileges of subsequent use of the name of this company or any member of its staff, or reproduction of this report in connection with the advertisement, promotion or sale of any product or process, or in connection with the re-publication of this report for any purpose other than for the addressee will be granted only on contact. This company accepts no responsibility except for the due performance of inspection and/or analysis in good faith and according to the rules of the trade and of science.

INORGANIC ANALYTICAL REPORT

Client: Thatcher Company, Inc. **Contact:** Matt Lewis
Project: 2101001025
Lab Sample ID: 2111024-003
Client Sample ID: Ferric Sulfate 13% Fe (202140318)
Collection Date: 11/1/2021 000h
Received Date: 11/1/2021 1650h

Analytical Results

Compound	Units	Date Prepared	Date Analyzed	Method Used	Reporting Limit	Analytical Result	Qual
Chloride	mg/L		11/3/2021 1258h	E300.0	2,000	< 2,000	*
Cyanide	mg/L	11/3/2021 1251h	11/3/2021 1700h	E335.4	50.0	< 50.0	*
Fluoride	mg/L		11/3/2021 1258h	E300.0	2,000	< 2,000	*
Nitrate (as N)	mg/L		11/2/2021 1930h	E353.2	100	< 100	*
Nitrate/Nitrite (as N)	mg/L		11/2/2021 1930h	E353.2	100	< 100	*
Nitrite (as N)	mg/L		11/2/2021 1930h	E353.2	100	< 100	*

** - The reporting limits were raised due to sample matrix interferences.*

American West ANALYTICAL LABORATORIES
3440 South 700 West
Salt Lake City, UT 84119

Phone: (801) 263-8686
Toll Free: (888) 263-8686
Fax: (801) 263-8687
e-mail: awal@awal-labs.com

web: www.awal-labs.com

Jennifer Osborn
Laboratory Director

Jose Rocha
QA Officer

All analyses applicable to the CWA, SDWA, and RCRA are performed in accordance to NELAC protocols. Pertinent sampling information is located on the attached COC. Confidential Business Information: This report is provided for the exclusive use of the addressee. Privileges of subsequent use of the name of this company or any member of its staff, or reproduction of this report in connection with the advertisement, promotion or sale of any product or process, or in connection with the re-publication of this report for any purpose other than for the addressee will be granted only on contact. This company accepts no responsibility except for the due performance of inspection and/or analysis in good faith and according to the rules of the trade and of science.

CHEMTECH-FORD
LABORATORIES

11/3/2021

Work Order: 21K0074
Project: [none]

American West Analytical Labs
Attn: Elona Hayward
3440 South 700 West
Salt Lake City, UT 84119

Client Service Contact: 801.262.7299

The analyses presented on this report were performed in accordance with the National Environmental Laboratory Accreditation Program (NELAP) unless noted in the comments, flags, or case narrative. If the report is to be used for regulatory compliance, it should be presented in its entirety, and not be altered.

NELAP ACCREDITED TNI LABORATORY

Approved By:

Mark Broadhead, Project Manager

CHEMTECH-FORD LABORATORIES

Chemtech-Ford Laboratories
Serving the Intermountain West Since 1953

9632 South 500 West
Sandy, UT 84070
O:(801) 262-7299 F: (866) 792-0093
www.ChemtechFord.com

Certificate of Analysis

American West Analytical Labs
Elona Hayward
3440 South 700 West
Salt Lake City, UT 84119

PO#: **2111024**
Receipt: **11/2/21 8:35 @ 10.1** °C
Date Reported: 11/3/2021
Project Name: **[none]**

Sample ID: **Ferric Sulfate 13% Fe (202140317)**

Matrix: **Water**
Lab ID: **21K0074-02**
Date Sampled: **11/1/21 0:00**
Sampled By: **Client**

	Result	Units	Minimum Reporting Limit	Method	Preparation Date/Time	Analysis Date/Time	Flag(s)
Inorganic							
Total Organic Carbon	ND	mg/L	0.5	SM 5310 C	11/2/21	11/2/21	

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www.ChemtechFord.com

Certificate of Analysis

American West Analytical Labs
Elona Hayward
3440 South 700 West
Salt Lake City, UT 84119

PO#: **2111024**
Receipt: **11/2/21 8:35 @ 10.1 °C**
Date Reported: 11/3/2021
Project Name: **[none]**

Report Footnotes

Abbreviations

ND = Not detected at the corresponding Minimum Reporting Limit (MRL).
1 mg/L = one milligram per liter or 1 mg/kg = one milligram per kilogram = 1 part per million.
1 ug/L = one microgram per liter or 1 ug/kg = one microgram per kilogram = 1 part per billion.
1 ng/L = one nanogram per liter or 1 ng/kg = one nanogram per kilogram = 1 part per trillion.

Work Order # 21K0074

CHEMTECH FORD LABORATORIES
Sample Receipt

CHEMTECH-FORD LABORATORIES

Delivery Method:

- ☐ UPS
- ☐ USPS
- ☐ FedEx
- ☐ Chemtech Courier
- ☒ Walk-in
- ☐ Customer Courier

Receiving Temperature 10.1 °C

Sample #	Container	Chemtech Lot # or Preservative	Number of Subsamples	Preserved by Client/Third Party	Preserved in Receiving/Laboratory	Filtered in Field by Client	Misc Volume (oz/ml)	Comments
01-03	X							AWAL bottles

Sample Condition (check if *yes*)

- ☐ Custody Seals
- ☑ Containers Intact
- ☑ COC can be matched to bottles
- ☑ Received on Ice
- ☑ Correct Containers(s)
- ☑ Sufficent Sample Volume
- ☐ Headspace Present (VOC)
- ☐ Temperature Blank
- ☑ Received within Holding Time

Plastic Containers

A- Plastic Unpreserved
B- Miscellaneous Plastic
C- Cyanide Qt (NaOH)
E- Coliform/Ecoli/HPC
F- Sulfide Qt (Zn Acetate)
L- Mercury 1631
M- Metals Pint (HNO_3)
N- Nutrient Pint (H_2SO_4)
R- Radiological (HNO_3)
S- Sludge Cups/Tubs
Q- Plastic Bag

Glass Containers

D- 625 ($Na_2S_2O_3$)
G- Glass Unpreserved
H- HAAs (NH_4Cl)
J- 508/515/525 (Na_2SO_3)
K- 515.3 Herbicides
O- Oil & Grease (HCl)
P- Phenols (H_2SO_4)
T- TOC/TOX (H_3PO_4)
U- 531 (MCAA, $Na_2S_2O_3$)
V- 524/THMs (Ascorbic Acid)
W- 8260 VOC (1:1 HCl)
X- Vial Unpreserved
Y- 624/504 ($Na_2S_2O_3$)
Z- Miscellaneous Glass

THATCHER CHEMICAL OF FLORIDA, INC.
245 Hazen Rd
Deland, FL 32720-3967
386-490-1638
386-490-1641

CHEM

PRODUCT SPECIFICATION

FERRIC SULFATE (13% Fe), WATER TREATMENT GRADE

CAS NUMBER: 10028-22-5
CHEMICAL FORMULA: $Fe_2(SO_4)_3$
MOLECULAR WEIGHT: 399.88 (as anhydrous)

PRODUCT DESCRIPTION: Reddish-brown solution with no sediment

SPECIFICATIONS:

Total Iron (typ., %):	13
Ferrous Iron (%):	<0.2
Free Acid (%)	<0.5
% Insolubles:	<0.1
Density (typ., g/ml):	1.61

Trace Elements (all units are ppm):

Antimony	<1	Manganese	<100
Arsenic	<1	Mercury	<0.2
Barium	<6	Molybdenum	<15
Beryllium	<1	Nickel	<40
Cadmium	<0.5	Selenium	<3
Chloride	<100	Silver	<5
Chromium	<5	Sodium	<1000
Copper	<5	Thallium	<10
Cyanide	<1	Titanium	<50
Fluoride	<60	Zinc	<10
Lead	<1		

CERTIFICATIONS:

Certified to meet AWWA B-406 Specifications

CLASSIFIED UL WATER QUALITY

FERRIC SULFATE 10-13% IRON
ANSI/NSF 60
<35Y2>
MUL: 500 mg/L

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

8/21/2018

FDPH.MH17003 - Drinking Water Treatment Chemicals

Drinking Water Treatment Chemicals

Thatcher Group, Inc.
1905 FORTUNE RD
PO BOX 27407
SALT LAKE CITY, UT 84127-0407 United States

MH17003

NSF/ANSI 60

Plant at: Thatcher Chemical of Florida, Inc., Deland, FL

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Ferric Sulfate	-	Coagulation and Flocculation Products	500
Ferric Sulfate, 10 - 13% Iron	-	Coagulation and Flocculation Products	500
Aluminum Sulfate [*Al]	[Al]	Coagulation and Flocculation Chemicals	150
Poly Phosphate Ortho Phosphate Blends	-	Coagulation and Flocculation Chemicals	26
T-Floc B135 [*Al]	[Al]	Coagulation and Flocculation Chemicals	250
TI-2914	-	Coagulation and Flocculation Chemicals	33
Compliance GT	-	Coagulation and Flocculation	43
Soda Ash	-	pH Adjustment	100
Citric Acid Solution	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	125
Citric Acid Solution [*OL]	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	N/A
Ammonium Sulfate, 40%	-	Disinfection and Oxidation	62.5
Hydrogen Peroxide 11%-20%	-	Disinfection and Oxidation Chemicals	5.2
Hydrogen Peroxide 21%-30%	-	Disinfection and Oxidation Chemicals	3.5
Hydrogen Peroxide 31%-40%	-	Disinfection and Oxidation Chemicals	2.6
Hydrogen Peroxide 34%	-	Disinfection and Oxidation Chemicals	3
Hydrogen Peroxide 41%-49%	-	Disinfection and Oxidation Chemicals	2.1
Hydrogen Peroxide 50%	-	Disinfection and Oxidation Chemicals	2.1
Hydrofluosilicic Acid	-	Miscellaneous Treatment Chemicals	6
Sodium Bisulfite Liquid	-	Miscellaneous Treatment Chemicals	18
Zinc Orthophosphate			
ZO-01 thru ZO-05	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	78
ZO-06 thru ZO-10	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	39
ZO-11 thru ZO-15	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	26
ZO-16 thru ZO-20	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	19
TI-2901	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	38
TI-3021-O	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	28
TI-3031	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	27.8
TI-3045	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	30

Plant at: Thatcher Chemical of Florida, Inc., Palmetto, FL

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Ferric Sulfate	-	Coagulation and Flocculation Products	500
Ferric Sulfate, 10 - 13% Iron	-	Coagulation and Flocculation Products	500
Compliance GT	-	Coagulation and Flocculation	43
T-Floc B41 [*Al]	-	Coagulation and Flocculation	178
Hydrogen Peroxide 11%-20%	-	Disinfection and Oxidation Chemicals	5.2

ANAB

ANSI National Accreditation Board

CERTIFICATE OF ACCREDITATION

The ANSI National Accreditation Board

Hereby attests that

UL LLC

333 Pfingsten Road, Northbrook, IL 60062, United States

ACCREDITATION ID#0198

Fulfills the requirements of

ISO/IEC 17065:2012 Conformity assessment - Requirements for bodies certifying products, processes and services

LIST OF CERTIFICATION SCHEME(S)

US Safety Scheme

Food Equipment Sanitation Scheme

Water Systems Scheme

Accredited Elevator/Escalator Certification Organization (AECO): Elevator systems, subsystems, components, and functions for issuance of Certificates of Conformance and Marks according to ASME A17.7/CSA B44.

EPA WaterSense – WaterSense® Product Certification System

This certificate is valid only when accompanied by a current scope of accreditation document. The current scope of accreditation can be verified at www.anab.org.

R. Douglas Leonard Jr., VP, PILR SBU

Expiry Date: 2023-12-01

ANAB ANSI National Accreditation Board

ANAB

IAF

Cert ID: VBDHEFBH

SAFETY DATA SHEET

1. Identification

Product identifier **Ferric Sulfate solution**

Other means of identification None.

Recommended use This safety data sheet is written to provide health, safety and environmental information for individuals handling this material in the workplace. The hazards, disposal, prevention,response and storage recommendations described herein are based on best-available information regarding the composition and characteristics of material.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Thatcher Chemical of Florida, Inc.

Address 245 Hazen Road
DeLand, FL 32720
United States

Telephone (386) 490-1638

E-mail Not available.

Emergency phone number Not available.

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards

Acute toxicity, inhalation	Category 4
Skin corrosion/irritation	Category 1C
Serious eye damage/eye irritation	Category 1
Carcinogenicity	Category 1A

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. Harmful if inhaled. May cause cancer.

Precautionary statement

Prevention Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe dust/fume/gas/mist/vapors Do not breathe mist or vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Wear protective gloves/protective clothing/eye protection/face protection.

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.

Storage Store in a well-ventilated place. Keep cool. Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) Breathing dust, powder, mist or vapor from this product could result in irritation of the eyes and respiratory tract and in permanent lung damage.

Supplemental information None.

Methods and materials for containment and cleaning up

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid discharge into drains, water courses or onto the ground. Retain and dispose of contaminated wash water. Keep away from living quarters.

7. Handling and storage

Precautions for safe handling

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Provide adequate ventilation. Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Should be handled in closed systems, if possible. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in original tightly closed container. Keep tightly closed in a dry, cool and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sulfuric acid (CAS 7664-93-9)	PEL	1 mg/m3

US. ACGIH Threshold Limit Values

Material	Type	Value
Ferric Sulfate solution	TWA	1 mg/m3

Components	Type	Value	Form
ferric sulfate (CAS 10028-22-5)	TWA	1 mg/m3	
Sulfuric acid (CAS 7664-93-9)	TWA	0.2 mg/m3	Thoracic fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Ferric Sulfate solution	TWA	1 mg/m3

Components	Type	Value
ferric sulfate (CAS 10028-22-5)	TWA	1 mg/m3
Sulfuric acid (CAS 7664-93-9)	TWA	1 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Provide adequate ventilation. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection

Wear eye/face protection. Chemical respirator with organic vapor cartridge and full facepiece. Do not wear contact lenses If splashes are likely to occur, wear: goggles and/or face shield, giving complete protection to eyes

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Avoid contact with the skin. Wear appropriate chemical resistant clothing. Wear eye/face protection. Use of an impervious apron or protective suit is recommended. Wear protective gloves. Do not swallow this material - it is known to be toxic

Hazardous decomposition products	Sulfuric acid.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Avoid contact with eyes. Causes serious eye damage.
Ingestion	Causes digestive tract burns. Harmful if swallowed.
Symptoms related to the physical, chemical and toxicological characteristics	Abdominal pain. Burning pain and severe corrosive skin damage. Nausea, vomiting. Diarrhea. Causes serious eye damage. Irritating to eyes and respiratory system. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity Toxic if swallowed. Causes burns.

Components	Species	Test Results
Sulfuric acid (CAS 7664-93-9)		
Acute		
Inhalation		
LC50	Guinea pig	0.018 mg/l, 8 Hours
	Rat	347 mg/l, 1 Hours
Oral		
LD50	Rat	2140 mg/kg

None known. * Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Corrosive to skin and eyes. Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	Not established.
Respiratory sensitization	Not established.
Skin sensitization	Causes skin burns.
Germ cell mutagenicity	None known.
Carcinogenicity	May cause cancer.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sulfuric acid (CAS 7664-93-9) 1 Carcinogenic to humans.

US. National Toxicology Program (NTP) Report on Carcinogens

Sulfuric acid (CAS 7664-93-9) Known To Be Human Carcinogen.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Based on available data, the classification criteria are not met.
Aspiration hazard	May be harmful if swallowed and enters airways.
Chronic effects	Prolonged inhalation may be harmful.
Further information	Toxic if swallowed.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

UN proper shipping name	Corrosive liquid, n.o.s.
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	No.
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1760
UN proper shipping name	CORROSIVE LIQUID, N.O.S.
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not established.

DOT; DOT Bulk packaging type



IATA; IMDG



15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

ferric sulfate (CAS 10028-22-5)	Listed.
Sulfuric acid (CAS 7664-93-9)	Listed.

SARA 304 Emergency release notification

Sulfuric acid (CAS 7664-93-9)	1000 LBS

US. Rhode Island RTK

ferric sulfate (CAS 10028-22-5)
Sulfuric acid (CAS 7664-93-9)

US. California Proposition 65

WARNING: This product contains a chemical known to the State of California to cause cancer.

US - California Proposition 65 - CRT: Listed date/Carcinogenic substance

Sulfuric acid (CAS 7664-93-9) Listed: March 14, 2003

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 12-22-2015

Revision date 12-11-2020

Version # 06

NFPA ratings Health: 3
Flammability: 0
Instability: 0

NFPA ratings



Disclaimer The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Revision Information Product and Company Identification: Product Codes

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

THATCHER CHEMICAL OF FLORIDA, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 27407

Requester's name and address (optional)

6 City, state, and ZIP code

SALT LAKE CITY, UT 84127

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	1	3	7	5	3	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ RE | **Date** ▶ 7/15/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
6967 South River Gate Drive, #200
Salt Lake City UT 84047

CONTACT NAME: Carolyn Maldonado
PHONE (A/C, No, Ext): 801-290-3181 **FAX (A/C, No):**
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : National Union Fire Insurance Company of Pittsburg	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THATCOM-01
Thatcher Company, Inc.
P O Box 27407
Salt Lake City UT 84127

COVERAGES **CERTIFICATE NUMBER:** 1513277817 **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			EG14246248-03	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						POLLUTION LEGAL	$ 1,000,000
B	AUTOMOBILE LIABILITY			CA4489610	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			EGU14246249-03	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 6,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC015893603	4/1/2021	4/1/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability GL/Pollution			EG14246248-03	4/1/2021	4/1/2022	Limit Deductible Aggregate	$1,000,000 $50,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of insurance subject to the terms and conditions of the policy
Named Insured's:
Thatcher Company, Inc.
Thatcher Group, Inc.
Thatcher Transportation, Inc.
Thatcher Company of Arizona, Inc.
Thatcher Company of California, Inc.
Thatcher Company of Montana, Inc.
See Attached...

CERTIFICATE HOLDER

Proof of Coverage

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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2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 200906030001 Expires: September 30, 2022
Business Location: 245 HAZEN RD

Business Name: THATCHER CHEMICAL OF FLORIDA
Owner Name: THATCHER CHEMICAL OF FLORIDA
Mailing Address P O BOX 27407
SALT LAKE CITY, UT 84127

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Manufacturing		391	5	$30.00
Hazardous Waste Fee		HW	1	$41.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	07/12/2021
RECEIPT #:	438007
TOTAL TAX:	$71.00
PENALTY:	$0.00
TOTAL PAID:	$71.00

Business Name: THATCHER CHEMICAL OF FLORIDA
Owner Name: THATCHER CHEMICAL OF FLORIDA
Mailing Address P O BOX 27407
SALT LAKE CITY, UT 84127

Account #: 200906030001 Expires: September 30, 2022
Business Location: 245 HAZEN RD

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

THATCHER CHEMICAL OF FLORIDA, INC.
245 Hazen Road, Deland, FL 32720-3967

Phone (386) 490-1638
Fax (386) 490-1641

MAILING ADDRESSES

Address Then E-mail Contracts and Agreements To:

Craig N. Thatcher, C.E.O.
Thatcher Chemical of Florida, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
craig.thatcher@tchem.com; wendy.richmond@tchem.com

Address Requests for Bids and Quotations to Craig N. Thatcher, C.E.O., Then E-Mail To:

Wendy Richmond
Thatcher Chemical of Florida, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
wendy.richmond@tchem.com

Payments:
LB 1106
Thatcher Chemical of Florida, Inc.
P.O. Box 35146
Seattle, WA 98124-5146

Order Placement: Sheila Silva
Thatcher Chemical of Florida, Inc.
245 Hazen Road
Deland, FL 32720-3967
sheila.silva@tchem.com

Customer Service: CSFL@tchem.com

24/7 Customer and Transportation Service: (800) 375-7758

Certificate of Insurance Request: wendy.richmond@tchem.com

Bid Tabulation: wendy.richmond@tchem.com; mike.jackson@tchem.com; lori.richey@tchem.com

THATCHER CHEMICAL OF FLORIDA, INC.
P. O. Box 489, Deland, FL 32721-0489

Phone (386) 490-1638
Fax (386) 490-1641

APPENDIX A

FORCE MAJEURE

PERFORMANCE

(a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.

(b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

THATCHER CHEMICAL OF FLORIDA, INC.
P. O. Box 489, Deland, FL 32721-0489

Phone (386) 490-1638
Fax (386) 490-1641

APPENDIX B

PRODUCT WARRANTY

SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES: THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

(a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.

(b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.

(c) ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.

Legislation Details (With Text)

File #:	22-524	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/25/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Approve Bid No. CS22-10-COC, Preventive Elevator Maintenance to Sapphire Elevator, Cape Canaveral, FL for Preventive Elevator Maintenance; To Approve a Multi-Year Contract with the option of two 12-month extensions, for a total of five (5) years, pending the approval of future budgets; To Authorize the City Manager to Execute the Contract, extensions, and amendments. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sapphire Elevator COI exp. 5.1.23.pdf Revised # 2 - CS22-10-COC Preventative Elevator Maintenance Services Tabulation Sheet.pdf E-verify.pdf Draft Agreement_9-7-2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 25, 2022
Agenda Date: September 27, 2022
Prepared By: Shawny Weston, Contract Technician
Through: Bryant Smith III, P.E., CFM, Public Works Director
Requested Action:
To Approve Bid No. CS22-10-COC, Preventive Elevator Maintenance to Sapphire Elevator, Cape Canaveral, FL for Preventive Elevator Maintenance; To Approve a Multi-Year Contract with the option of two 12-month extensions, for a total of five (5) years, pending the approval of future budgets; To Authorize the City Manager to Execute the Contract, extensions, and amendments.

BACKGROUND:

Preventive Elevator Maintenance was quoted out on VendorLink on July 13, 2022 through August 3, 2022.

Public Works staff request Council approval of a Multi-year contract for Bid # CS22-10-COC to Sapphire Elevator, Cape Canaveral, FL for Preventative Elevator Maintenance at the six (6) elevator locations throughout the City. This is a multi-year contract that begins on October 1, 2022 through September 30, 2025, plus two additional 12-month extensions, for a total of five (5) years.

The award of this multi-year contract is pending until final approval of the City's budget in each fiscal

year. The fiscal years include FY2023, FY2024, FY2025, FY2026 and FY2027.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

This is a Multi-Year Contract

Budgeted	Yes

FY2023 October 1, 2022 through September 30, 2023

Amount Requested	$5280.00
Account Number	001-3560-519.34-00
Account Name	Contract Services
Amount Requested	$1320.00
Account Number	421-4020-536.34-00
Account Name	Contract Services
Amount Requested	$1320.00
Account Number	421-4025-536.34-00
Account Name	Contract Services

FY2024 October 1, 2023 through September 30, 2024

Amount Requested	$5280.00
Account Number	001-3560-519.34-00
Account Name	Contract Services
Amount Requested	$1320.00
Account Number	421-4020-536.34-00
Account Name	Contract Services
Amount Requested	$1320.00
Account Number	421-4025-536.34-00
Account Name	Contract Services

FY2025 October 1, 2024 through September 30, 2025

Amount Requested	$5280.00
Account Number	001-3560-519.34-00
Account Name	Contract Services

powered by Legistar™

Amount Requested	$1320.00
Account Number	421-4020-536.34-00
Account Name	Contract Services

Amount Requested	$1320.00
Account Number	421-4025-536.34-00
Account Name	Contract Services

FY2026 October 1, 2025 through September 30, 2026

Amount Requested	$5280.00
Account Number	001-3560-519.34-00
Account Name	Contract Services

Amount Requested	$1320.00
Account Number	421-4020-536.34-00
Account Name	Contract Services

Amount Requested	$1320.00
Account Number	421-4025-536.34-00
Account Name	Contract Services

FY2027 October 1, 2026 through September 30, 2027

Amount Requested	$5280.00
Account Number	001-3560-519.34-00
Account Name	Contract Services

Amount Requested	$1320.00
Account Number	421-4020-536.34-00
Account Name	Contract Services

Amount Requested	$1320.00
Account Number	421-4025-536.34-00
Account Name	Contract Services

Total Cost for the Multi-Year Contract: **$39,600.00**

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Bid No. CS22-10-COC, Preventive Elevator Maintenance to Sapphire Elevator, Cape Canaveral, FL for Preventive Elevator Maintenance; To Approve a Multi-Year Contract with the option of two 12-month extensions, for a total of five (5) years, pending the approval of future budgets; To Authorize the City Manager to Execute the Contract, extensions, and amendments.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2022

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 RBN & Associates, Inc. 303 E Wacker Dr Ste 650 Chicago IL 60601	**CONTACT NAME:** Rich Delich **PHONE (A/C, No, Ext):** 312-856-9400 **FAX (A/C, No):** 312-856-9425 **E-MAIL ADDRESS:** rdelich@rbninsurance.com
INSURED SAPPELE-01 Sapphire Elevator LLC 7073 N. Atlantic Ave. Unit 2 Cape Canaveral FL 32920	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Great American Insurance Co. 16691 **INSURER B :** National Union Fire Ins. Co. of Pittsburgh, PA 19445 **INSURER C :** Wesco Insurance Company 25011 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 352015895 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		MAC196181901	5/1/2022	5/1/2023	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 $ 300,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			MAC196181901	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			EBU068429153	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	**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		WWC3588795	5/1/2022	5/1/2023	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cocoa are additional insured as respects the General Liability as required by written contract.

CERTIFICATE HOLDER

City of Cocoa, Public Works
155 N Wilson Ave.
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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City of Cocoa CS22-10-COC : Preventative Elevator Maintenance Services						Mowrey Elevator Company of Floridsa, Inc. 4518 Lafayette Street marianna, FL 32446 shannon young Phone: 8505264111 Fax: 8505262375 shannon@mowreyelevator.com View Quote SLVMP:			Sapphire Elevator 7073 N. Atlantic Ave Cape Canaveral, FL 32920 Paul Friedl Phone: 321 6133300 Fax: paul@sapphireelevator.com View Quote SLVMP:			Oracle Elevator PO Box 850001 Orlando, FL 32885-9901 Melanie Hanson Phone: Fax: View Quote SLVMP:		
Item #	**Group**	**Item**	**Quantity**	**Unit of Measure**	**Required**	**Vendor Item**	**Unit Price/ Percent**	**Extended Price/ Percent**	**Vendor Item**	**Unit Price/ Percent**	**Extended Price/ Percent**	**Vendor Item**	**Unit Price/ Percent**	**Extended Price/ Percent**
1		**Make:** **Model:** **Model #:** **Model Upgrade/ Downgrade:** **Description:** Dyal Water Treatment Plant, 28400 S.R. 520, Christmas, FL **Price/Percent:** Price **Brand Name/Equal Value/Service:** Service	12	monthly	Yes	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Dyal Water Treatment Plant, 28400 S.R. 520, Christmas, FL	$430.00	$5,160.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Dyal Water Treatment Plant, 28400 S.R. 520, Christmas, FL	$110.00	$1,320.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Dyal Water Treatment Plant, 28400 S.R. 520, Christmas, FL	$120.00	$1,440.00
2		**Make:** **Model:** **Model #:** **Model Upgrade/ Downgrade:** **Description:** Police Station, 1226 West King Street, Cocoa, FL **Price/Percent:** Price **Brand Name/Equal Value/Service:** Service	12	monthly	Yes	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Police Station, 1226 West King Street, Cocoa, FL	$145.00	$1,740.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Police Station, 1226 West King Street, Cocoa, FL	$110.00	$1,320.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Police Station, 1226 West King Street, Cocoa, FL	$120.00	$1,440.00
3		**Make:** **Model:** **Model #:** **Model Upgrade/ Downgrade:** **Description:** William H. Stephenson building (WFO Building), 351 Shearer Blvd., Cocoa, FL **Price/Percent:** Price **Brand Name/Equal Value/Service:** Service	12	monthly	Yes	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** William H. Stephenson building (WFO Building), 351 Shearer Blvd., Cocoa, FL	$250.00	$3,000.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** William H. Stephenson building (WFO Building), 351 Shearer Blvd., Cocoa, FL	$110.00	$1,320.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** William H. Stephenson building (WFO Building), 351 Shearer Blvd., Cocoa, FL	$195.00	$2,340.00
4		**Make:** **Model:** **Model #:** **Model Upgrade/ Downgrade:** **Description:** City Hall, 65 Stone St., Cocoa, FL **Price/Percent:** Price **Brand Name/Equal Value/Service:** Service	12	monthly	Yes	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** City Hall, 65 Stone St., Cocoa, FL	$250.00	$3,000.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** City Hall, 65 Stone St., Cocoa, FL	$110.00	$1,320.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** City Hall, 65 Stone St., Cocoa, FL	$120.00	$1,440.00
5		**Make:** **Model:** **Model #:** **Model Upgrade/ Downgrade:** **Description:** Porcher House, 434 Delannoy Ave, Cocoa, FL **Price/Percent:** Price **Brand Name/Equal Value/Service:** Service	12	monthly	Yes	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Porcher House, 434 Delannoy Ave, Cocoa, FL	$145.00	$1,740.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Porcher House, 434 Delannoy Ave, Cocoa, FL	$110.00	$1,320.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Porcher House, 434 Delannoy Ave, Cocoa, FL	$120.00	$1,440.00
6		**Make:** **Model:** **Model #:** **Model Upgrade/ Downgrade:** **Description:** Cocoa Village Playhouse, 300 Brevard Ave, Cocoa, FL **Price/Percent:** Price **Brand Name/Equal Value/Service:** Service	12	monthly	Yes	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Cocoa Village Playhouse, 300 Brevard Ave, Cocoa, FL	$173.00	$2,076.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Cocoa Village Playhouse, 300 Brevard Ave, Cocoa, FL	$110.00	$1,320.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Cocoa Village Playhouse, 300 Brevard Ave, Cocoa, FL	$120.00	$1,440.00
							Sub Total	$16,716.00		Sub Total	$7,920.00		Sub Total	$9,540.00
							Shipping	$0.00		Shipping	$0.00		Shipping	$0.00
							Total	$16,716.00		Total	$7,920.00		Total	$9,540.00

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Sapphire Elevator, LLC, 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 Sapphire Elevator, LLC, proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Paul Friedl

Date: 9/1/2022

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9/1/22 (date) by Paul Friedl (name of officer or agent, title of officer or agent) of City of Cocoa (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL (type of identification) as identification.

[Notary Seal] Notary Public

SUSAN FILER
Notary Public - State of Florida
Commission # HH 238553
My Comm. Expires Mar 10, 2026

Susan Filer

Name typed, printed or stamped

My Commission Expires: March 10, 2026

ELEVATOR MAINTENANCE AGREEMENT

Choice Service (CS) Service Agreement

Owner: City Of Cocoa

Location(s):

Dyal Water Treatment Plant, 28400 S.R. 520, Christmas FL
Police Station, 1226 West King Street, Cocoa FL
William H. Stephenson Building (WFO Building) 351 Shearer Blvd., Cocoa FL
City Hall, 65 Stone St. Cocoa FL
Porcher House, 434 Delannoy Avenue, Cocoa FL
Cocoa Village Playhouse, 300 Brevard Ave. Cocoa FL

By: Sapphire Elevator, LLC
7073 N. Atlantic Ave Unit 2
Cape Canaveral, FL32920
Telephone: (321)613-3300
Email: paul@sapphireelevator.com
Internet: Sapphireelevator.com

Choice Service (CS) Service Agreement

Sapphire Elevator, LLC, agrees to maintain Owner's elevator equipment as outlined below.

Equipment To Be Maintained

Property Name	Property Address	Elevator Number	Unit Type	State Serial Number	Manufacturer	Number of Floors
Dyal Water Treatment Plant	28400 S.R. 520, Christmas FL	1	Hydro		Dover Relay	2
Police Station	1226 West King Street, Cocoa FL	1	Hydro	55244	Dover DMC	2
William H. Stephenson Building (WFO Building)	351 Shearer Blvd., Cocoa FL	1	Hydro	97780	Schindler 330a	2
City Hall	65 Stone St. Cocoa FL	1	Hydro	33293	Schindler 330a	2
Porcher House	434 Delannoy Avenue, Cocoa FL	1	Hydro	41156	Dover DMC	2
Cocoa Village Playhouse	300 Brevard Ave. Cocoa FL	1	Hydro	94116	TKE Tac 20	3

PREVENTATIVE SERVICE MAINTENANCE PROGRAM

Examine signal Fixtures	**Examine machines, drives, motors, governors, sheaves, ropes**
Examine car and hoistway door operating devices and door protection equipment	**Examine safety mechanisms**

Adjust elevator parts and components	**Document all work performed on Maintenance Control Program logs for each elevator**
Examine loadweighters, car frames and counterweights	**Examine power units, pumps, valves and mufflers**
Lubricate equipment for smooth and efficient performance	**Examine control and landing position systems**

PREVENTIVE MAINTENANCE
CONTRACTOR will schedule with the CITY, monthly visits to perform the following services; EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS: Contractor will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below. If more frequent visits are required for aging or higher maintenance units, visits will be scheduled with no additional cost to the City. It is preferred that these monthly visits be scheduled for the last Tuesday of each month.
Choice Service

The choice service program includes cleaning, lubricating, and Sapphire will furnish all equipment and cleaning material necessary for the performance of lubricating and cleaning.

Sapphire Elevator shall periodically properly lubricate and clean all hoistway and door equipment, guide lubricators and motor bearings as needed. All elevator components and material provided during a scheduled maintenance visit.

Replacement of Parts
HYDRAULIC ELEVATORS
Basic components: Controller components resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Annual Safety Testing

Equipment must be tested as outlined in the American National Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the effective date of this agreement. We will perform relief pressure tests for hydraulic elevators and safety tests and governor tests on traction elevators once each year. Owner agrees to pay for any third party inspector costs or inspector fees. Sapphire Elevator will provide 5 year load test, at owner's request. Standard billing rates will apply (including travel). Owner is also responsible for all inspector cost and fees.

TESTING OF SAFETY DEVICES
Equipment Frequency Hydraulic Pressure/Relief Valve Annually

Testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement.

CLEANING/PAINTING Contractor will periodically clean the machine room, car top, and pit of debris related to our work in these areas; and will periodically paint the machine room floor if needed.

In a Timely and Responsive Manner

Monthly, during normal business hours, Monday through Friday, 8:00am to 4:30pm (except for scheduled holidays), we will visit your property and maintain your elevator as aforementioned. We will respond to service calls during these hours at no charge to owner. Service calls are defined as emergency entrapments or minor adjustments that can be completed in no more than two hours (not including travel time). For all service calls, please call our office at 321-613-3300 and we will handle your call quickly and professionally.

CALLBACK RESPONSE TIME Contractor will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification.

HOURS OF SERVICE
Contractor will perform the services during regular working hours of regular working days, excluding holidays, with the exception of City Hall Elevator Maintenance. City Hall maintenance is to begin between 7:00 a.m. and 7:30 a.m.

After Hours Service Calls

In an effort to assure that your needs are met, the services of Sapphire Elevator will be available on a 24 hour basis, seven days a week for emergencies. If any of these services are required outside of our normal business hours, the billing rate will be at the time and half billing rate. The rates listed below are our current regular time and time and a half rates, and are subject to change.

Mechanic: $170.00 per regular time worked, $255.00 for time and a half.
Team: $ 270.00 per regular time worked, $405.00 for time and a half.

TERMS OF SERVICE

Product Information.
Owner agrees to:

Provide Sapphire Elevator with the current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein.

TERM
Upon award, this Contract begins October 1, 2022 and will remain in effect until September 30, 2025. The agreement is renewable for two (2), twelve (12) month periods (October 1, 2025 to September 30, 2027), at the same rates, with the approval of both parties and contingent on funds and approval by the Cocoa City Council. Agreement may be terminated at any time by either party upon written notice received by the other party at least 30 days prior to the termination. Upon award, the selected vendor will be required to provide a Certificate of Insurance naming the City as an additional insured, (see attachment).

Safety.
Owner agrees to:
Instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations.
Report immediately any condition that may indicate the need for correction before the next regular examination.
Shutdown the equipment immediately upon manifestation of any irregularities in operation or appearances of equipment, notify us at once, and keep the equipment shutdown until the completion of any repairs.
Provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work.
Provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room temperature between 50 degrees F minimum and 90 degrees F maximum.
Maintain the elevator pit in a dry condition at all time. Should water or other liquids become present, you will contract with others for removal and proper handling of such liquids.

Other.
Owner agrees to:
Not permit others to make alterations, adjustments, or repairs or replace any component or part of the equipment during the term of this Agreement.
Accept our judgment as to means and methods to be employed for any corrective work under this Agreement, when Sapphire Elevator inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, Sapphire Elevator may shutdown the equipment until such time as the operational problem is resolved. Sapphire Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of the Agreement.
In the event of sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, Purchase will see that any successor is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement and be responsible for the full unpaid balance due for the full unexpired term of the agreement.

Owner agrees to indemnify, defend, save harmless, discharge, release and forever acquit Sapphire Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against Sapphire Elevator or our employees, including but not limited to loss, damage, injury or death that are alleged to have arisen from negligence of Owner or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacturer, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to claims or losses determined to be caused by or resulting from the negligence of Sapphire Elevator or our employees. You recognize that your obligation to Sapphire Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Items not Covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of cab enclosure, ceiling frames, panels, and or other fixtures, buried piping, motors, pumps, motor generators, controller boards, hoistway door panels, door frames, sills, car flooring, subflooring, floor covering, lighting fixtures, ceiling light bulbs or tubes, main line power switches, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, breaker(s), feeders to controller, hydraulic elevator jack outer casing, selector tape or cables, or any other component of selector system, door operating equipment, door motors, security systems not installed by us,

batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

Other Conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations to the existing design or function of the equipment. We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God or nature, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended
or directed by insurance companies, any governmental agency or authority, or any third party. It is the owner's responsibility to supply any proprietary software or hardware that may be needed.

Should your equipment require any safety tests on the commencement date of this agreement, Sapphire Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the equipment fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

Sapphire Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God or nature, or any cause beyond its control, and in no event shall Sapphire Elevator be liable for any damages, consequential, special, or indirect damages.

In the event a third party is retained to enforce this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. You hereby waive trial by jury in any action against us and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Brevard County, Florida. In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement. Our rights under this agreement shall be cumulative and our failure to exercise any rights shall not operate to forfeit or waive any rights under this agreement.

Price. The price for the services shall be Six Hundred Sixty Dollars AND 00/100 ($660.00 monthly price for all six elevators) monthly, excluding taxes, payable monthly in advance.

Term.Upon award, this Contract begins October 1, 2022 and will remain in effect until September 30, 2025. The agreement is renewable for two (2), twelve (12) month periods (October 1, 2025 to September 30, 2027), at the same rates, with the approval of both parties and contingent on funds and approval by the Cocoa City Council. Agreement may be terminated at any time by either party upon written notice received by the other party at least 30 days prior to the termination.

Early Payment Discount. If you pay in advance for twelve (12) months of service on the equipment covered in this agreement, you may take a 3% discount from the annual price.

Annual Price Adjustment. As the cost we incur for providing elevator service may increase, we will adjust the price of your service accordingly, annually effective on the anniversary date of this agreement. We will adjust your monthly price based on the percentage change of costs of operation.

Overdue Invoices. A service charge of 1 ½ % per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do the following: 1.) suspend all service until all the amount that is due has been paid in full, or 2.) declare all sums for the unexpired term of this entire contractual agreement due immediately and also terminate this agreement. If Sapphire Elevator elects to suspend service, we shall not be responsible for any damages or injuries of persons or property arising from the lack of service. Should Sapphire Elevator incur any costs as a result of suspension of service, Owner will be responsible for paying all costs upon resuming service.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of Sapphire Elevator will constitute exclusively and entirely the agreement for the goods and services herein described. All prior representations or agreements whether written or verbal not incorporated herein are superseded. Should your acceptance be in the form of a purchase order or similar document, the provisions of this agreement will govern in the event of a conflict between this agreement a purchase order or similar document used as acceptance of this agreement.

No agent or employee shall have the authority to waive or modify any terms of this agreement without the written approval of an authorized representative of Sapphire Elevator.

If applicable, your existing contract shall remain in full force and effect until this contract has been fully and properly executed by both parties.

For Sapphire Elevator:

By: _____
Signature of Authorized Representative

Print: Paul Friedl
Print Name of Authorized Representative

Title: 9/6/2022
Title of Authorized Representative

Date: Operations Manager
Date of Execution

For Owner:

By: _____
Signature of Authorized Representative

Print: _____
Print Name of Authorized Representative

Title: _____
Title of Authorized Representative

Date: _____
Date of Execution

Sapphire Elevator Approval:

By: _____
Signature of Authorized Representative

Title: _____
Title of Authorized Representative

Date: _____
Date of Execution

Please complete the following information:

_____
Contact Name

_____
EIN

_____ _____
Property Tax Folio Number

(____)_____
Contact Phone Number

_____
Billing Name (Building Legal Name)

_____
Billing Address

_____
City, State, Zip Code

ADDITIONAL TERMS

Exhibit A

Additional Terms and Conditions for City of Cocoa Agreements

1. INDEMNIFICATION

   CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.
   CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, CONTRACTOR specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.
   The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.
   In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.
   The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

2. Public Records

   It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific

written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

3. Venue

3.1. MEDIATION/VENUE - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

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

4. INSURANCE REQUIREMENTS **(ONLY IF CONTRACTOR MUST APPEAR PHYSICALLY ON OWNER PROPERTY)**

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.3. **AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

4.5. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

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

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

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

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

Legislation Details (With Text)

File #:	22-568	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	9/16/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Approve a purchase order with V.A. Paving Inc. in the amount of $295,128.05, plus a contingency of $4,871.95 for a total of $300,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City, pending the approval of FY 23 budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County Bid No. B-6-20-57.pdf BrevardCounty Paving Renewal 8-22-22 to 8-21-23.pdf 2nd Amendment to VA Paving Inc., Asphaltic Concrete B-6-20-57 (2).pdf Fully Executed Piggyback Contract Agreement.pdf Annual Paving Agenda Item 21-675.pdf VA Paving - City of Cocoa 2023 Annual Resurfacing 9.9.22.pdf VA Paving COI exp 12-31-22.pdf Resolution - Annual Street Paving Project Contingency.pdf B-6-20-57 - Price Adjustment 6 - V.A. Paving.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2022
Agenda Date: September 27, 2022
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/
Requested Action:
Approve a purchase order with V.A. Paving Inc. in the amount of $295,128.05, plus a contingency of $4,871.95 for a total of $300,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City, pending the approval of FY 23 budget.

BACKGROUND:

The Public Works Department has an annual repaving program to address roads that are in failing or poor condition. In 2015, the city completed an entire analysis of the road and sidewalk network. The analysis included the evaluation of the pavement condition, roadway structural condition, and sidewalk trip hazards. The study is updated annually through the use of Staff evaluation, work orders, and GIS and serves as a guiding program to address the City's needs. While the roadway conditions

are scored through an industry-standard degradation schedule, staff also performs on-site analysis to ensure resources are allocated in the best manner.

This fiscal year the following streets are scheduled to be milled and paved.

Street Name	From	To
Pinyon Dr	Cox Rd	SR 524
Longleaf Rd	Pinyon Dr	Pinyon Dr
Ponderosa St	Pinyon Dr	Longleaf Rd
S Varr Ave	SR 520	Peachtree St
Ridgeway Ave	SR 520	Peachtree St
St Johns St	US 1	Ridgeway Ave
Washington Ave	SR 520	S Wilson Ave
St Johns St	Washington Ave	Blake Ave
Ivy Dr	College Ave	Terminus
Cooper Dr	East Stetson Circle	East Stetson Circle
Cambridge	Cambridge School	Westview

The following streets are tentatively scheduled for the following fiscal year.

Street	From	To
Elizabeth Ave	Kensington Dr	Hillsdale Dr
Donna Ave	Kensington Dr	Hillsdale Dr
Donna Ave	Hillsdale Dr	END
Donna Ave	Kensington Dr	END
Hillsdale Dr	Elizabeth Ave	Donna Ave
Hillsdale Dr	Carson Dr	Elizabeth Ave
Hillsdale Dr	Westview	Carson Dr
Hillsdale Dr	Kensington Dr	Westview
Hillsdale Dr	Donna Ave	END
Kensington Dr	Fiske Blvd	Hillsdale Dr
Kensington Dr	Elizabeth Ave	Donna Ave
Kensington Dr	Hillsdale Dr	Elizabeth Ave
Cambridge	Cambridge School	Harvard
Harvard	Cambridge School	Westview
Townsend Rd	SR520	City Limits

Please note that streets may be added or removed from the FY 23 paving lists based on unforeseen circumstances, additional investigation, or project over/underruns.

STRATEGIC PLAN CONNECTION:

Road repair and maintenance are essential in order to (1) preserve the road in its originally

constructed condition, (2) protect adjacent resources and user safety, and (3) provide efficient, convenient travel along the route.

BUDGETARY IMPACT:

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

Pending Adoption of FY 23 Budget

Milling and Paving of Streets

Amount Requested	$295,128.05
Account Number	_001-3510-541.63-00 PW08SP
Account Name	_Infrastructure

Allow City Manager to Approve Change Orders

Amount Requested	$4,871.95
Account Number	_001-3510-541.63-00 PW08SP
Account Name	_Infrastructure

Not to exceed a total of $300,000.

PREVIOUS ACTION:

This project is part of the City's annual repaving plan.

RECOMMENDED MOTION:

Approve a purchase order with V.A. Paving Inc. in the amount of $295,128.05, plus a contingency of $4,871.95 for a total of $300,000, using the Second Amendment to the Piggyback Agreement with V.A. Paving, No. B-6-20-57, from August 22, 2022, through August 21, 2023, to resurface various stretches of roads throughout the City, pending the approval of FY 23 budget.

Brevard County
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
August 17, 2020
B-6-20-57 Asphaltic Concrete

PROCUREMENT ANALYST: Debbie Feingold

VENDOR	VENDOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
V.A Paving, INC	Cocoa, FL	Yes	Per Attached Tabulation	$4,300,000 annually (Estimate only).
Preferred Materials, INC	Orlando, FL	Yes	Per Attached Tabulation	
C.W. Roberts Contracting, INC.	Palm City, FL	Yes	Per Attached Tabulation	
Goodson Paving, INC.	Cocoa, FL	Yes	Per Attached Tabulation	
Community Asphalt Corp	Vero Beach, FL	Yes	Per Attached Tabulation	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Dading Jr., Central Services Director

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; Daniel Blackburn, Public Works; Debbie Feingold, Purchasing Services

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: August 22, 2020 ENDING DATE: August 21, 2021
RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) Year

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

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

SW

Brevard County Purchasing Services

BID TABULATION SHEET

Bid Title: Asphaltic Concrete
Bid No: B-6-20-57

OPENING DATE & TIME: August 6, 2020 @ 2:00pm
POSTING TIME/DATE: August 10, 2020 THROUGH: August 14, 2020 @ 5pm

	V.A PAVING, INC		PREFERRED MATERIALS, INC.		C.W. ROBERTS CONTRACTING, INC.		GOODSON PAVING, INC		COMMUNITY ASPHALT CORP	
ASPHALTIC CONCRETE										
Superpave SP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$81.00	TON	$89.09	TON	$107.75	TON	$96.40	TON	$146.00	TON
PARKING LOTS	$115.00	TON	$150.00	TON	$117.75	TON	$126.20	TON	$172.00	TON
BIKE PATHS	$170.00	TON	$225.00	TON	$157.75	TON	$162.00	TON	$172.00	TON
Superpave SP-12.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$78.00	TON	$85.09	TON	$102.50	TON	$95.40	TON	$139.00	TON
PARKING LOTS	$115.00	TON	$150.00	TON	$112.50	TON	$124.90	TON	$159.00	TON
BIKE PATHS	$170.00	TON	$225.00	TON	$152.50	TON	$155.60	TON	$166.00	TON
FRICTION COURSE										
Friction Course FC-5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$180.00	TON	$175.00	TON	$188.00	TON	$199.15	TON	$202.00	TON
Friction Course FC-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$110.00	TON	$125.00	TON	$137.50	TON	$126.05	TON	$199.00	TON
Friction Course FC-12.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$109.00	TON	$108.00	TON	$119.50	TON	$128.25	TON	$166.00	TON
SPEED HUMPS SP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$575.00	TON	$750.00	TON	$2,000.00	TON	$426.00	TON	$365.00	TON
LESS THAN 25 TN PATCHINGSP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$500.00	TON	$750.00	TON	$415.00	TON	$342.00	TON	$352.00	TON
25-50 TN PATCHING SP 9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$300.00	TON	$500.00	TON	$255.00	TON	$295.60	TON	$268.00	TON
TACK FOB Gallon										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$12.00	GAL	NO BID	GAL	$5.50	GAL	NO BID	GAL	$21.00	GAL
PRIME										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$1.00	SY	$1.00	SY	$0.75	SY	$0.80	SY	$1.00	SY
PRIM AND SAND										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$2.00	SY	$1.20	SY	$1.10	SY	$1.55	SY	$1.00	SY
SAND 3% HOT MIX										
Vendor Delivered, Vendor Placed										
ROAD PAVING	$1,000.00	TON	$500.00	TON	NO BID	TON	$375.00	TON	NO BID	TON
PARKING LOTS	$14.00	SY	$7.00	SY	NO BID	SY	$3.64	SY	NO BID	SY
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5										
FOR PICK UP										
ROAD PAVING	$65.00	TON	$70.00	TON	$70.00	TON	NO BID	TON	$93.00	TON
TEMPORARY STRIPING										
Vendor Schedules and Provides										
ROAD PAVING	$5.00	L.F.	$2.00	L.F.	$4.50	L.F.	$6.00	L.F.	$4.00	L.F.
NIGHT WORK										
Cost Per Ton										
ROAD PAVING	$10.00	TON	$10.00	TON	$10.00	TON	$16.50	TON	$10.00	TON
COST FOR MILLING & CLEANUP										
SY 0-2,500 and Under										
ROAD PAVING	$5.00	SY	$5.00	SY	$4.75	SY	$6.37	SY	$7.00	SY
COST FOR MILLING & CLEANUP										
SY $2,501 - 5,000										
ROAD PAVING	$3.00	SY	$3.00	SY	$2.75	SY	$3.62	SY	$5.00	SY
COST FOR MILLING & CLEANUP										
SY 5,001 - 15,000										
ROAD PAVING	$2.75	SY	$2.10	SY	$2.75	SY	$3.38	SY	$4.00	SY
COST FOR MILLING & CLEANUP										
SY 15,001 and over										
ROAD PAVING	$2.50	SY	$2.10	SY	$2.75	SY	$3.10	SY	$4.00	SY
ASPHALT MILLINGS FOR PICKUP FOB AT PLANT										
ROAD PAVING	$75.00	TON	$35.00	TON	$17.50	TON	NO BID	TON	$13.00	TON
COST PER TON TO ADD ARAMID FIBER										
TO THE ASPHALT MIX										
FOR SPECIFIC PROJECTS ONLY										
ROAD PAVING	$10.00	TON	$15.00	TON	$10.00	TON	$15.00	TON	NO BID	TON

INTENT TO AWARD: All items will be awarded to V.A. Paving, Inc., Preferred Materials, Inc., C.W. Roberts Contracting, Inc., Goodson Paving, Inc., and Community Asphalt Corp to be utilitzed per job based on price and availabilty of each contractor with the above tabulation.

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Aprroval Initials

BREVARD County
RD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 7, 2019

M E M O R A N D U M

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.8., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY 2019/2020) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 6, 2019, granted approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2019/2020: 1.) Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, responsible and most qualified supplier; 2.) solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or open purchase orders with the highest ranked proposer; 3.) exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices; this establishes that continuance of the contract is favorable prior to renewal of the agreement; and 4.) authorize the Chair to execute contracts and renewals over $100,000 in total aggregate value, subject to prior approval by the County Attorney's Office and Risk Management.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget
Finance

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2018/2019
- Over $100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$100K)
Aggregate (57 Stone & Pea Gravel)	Up to 5 years	$200,000.00
Agricultural & Aquatic Chemicals	Up to 5 years	$270,000.00
Asphaltic Concrete	Up to 5 years	$4,300,000.00
Automotive Parts	Up to 5 years	$100,000.00
Brevard County Government 2019/2020 Health Plan	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	$300,000.00
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	$1,000,000.00
Cold in Place Recycling	Up to 5 years	$100,000.00
Computer Equipment, Peripherals & Services	Up to 5 years	$100,000.00
Concrete Pipe	Up to 5 years	$300,000.00
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	$340,000.00
Consultant Professional Engineering Services, A&E, Roofing Services - All departments	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	$640,000.00
Copy Machine Rental	5 yr. & 1 (1 yr.) renewal	$500,000.00
County Dental Insurance	3 yr. & 1 (1 yr.) renewal	
County Group Vision Plan	3 yr. & 2 (1 yr.) renewals	
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	$140,000.00
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	
Disaster Debris Removal Services	5 yr. & no renewals	
Electrical Contractor Services - Hourly	Up to 5 years	$265,000.00
Electronics Waste Recycling Services	Up to 5 years	$175,000.00
Emergency Generator Repair & Maintenance	Up to 5 years	$100,000.00
EMS Billing Services	Up to 5 years	$630,000.00
Fencing (Brevard County Cooperative Bid)	Up to 5 years	$210,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	$100,000.00
Fire Rescue Equipment	Up to 5 years	$150,000.00
Floor Cleaning - Countywide	Up to 5 years	$167,000.00
Full Depth Reclamation	Up to 5 years	$100,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	Up to 5 years	$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	$380,000.00
HVAC & Ice Machine Services	Up to 5 years	$200,000.00
HVAC for Maintenance	Up to 5 years	$1,200,000.00
Inlets, Manholes, & Grates	Up to 5 years	$485,000.00
Janitorial Services - County Wide	Up to 5 years	$465,000.00
Janitorial Supplies	Up to 5 years	$185,000.00
Laboratory Testing & Related Professional Services	Up to 5 years	$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	Up to 5 years	$150,000.00
Lawn Maintenance - Parks & Rec	Up to 5 years	$249,000.00
Lawn Maintenance (Full Detail) - Merritt Island, District 2	Up to 5 years	$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	Up to 5 years	$150,000.00
Lime Rock for Solid Waste and Public Works	Up to 5 years	$100,000.00
Marketing Services for SCAT	Up to 5 years	$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	$1,900,000.00
Mix-In-Place Soil Cement	Up to 5 years	$250,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	$1,500,000.00
Office Supplies	Up to 5 years	$200,000.00
Personal Protection Equipment (PPE)	Up to 5 years	$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	$100,000.00
Physical Examinations - Fire Rescue	Up to 5 years	$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	$3,000,000.00
Plans Examiner Services	Up to 5 years	$300,000.00
Plumbing Services	Up to 5 years	$100,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	$100,000.00
Polymer, Sludge Dewatering	Up to 5 years	$150,000.00
Postal & Courier Services - Libraries	Up to 5 years	$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	$180,000.00
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	$500,000.00
Removal & Disposal of Dewatered Biosolids	Up to 5 years	$230,000.00
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	$140,000.00
Road Construction Materials	Up to 5 years	$4,000,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2018/2019
- Over $100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>$100K)
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	$1,400,000.00
SAP Support Services	Up to 5 years	$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	$250,000.00
Security Services Unarmed - Multidepartmental	Up to 5 years	$500,000.00
Select Common Fill - Sarno Road Landfill	Up to 5 years	$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	$983,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	$180,000.00
Soil Cement with Oil Injection	Up to 5 years	$100,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	$100,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	$160,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	$200,000.00
Temporary Employment Services	Up to 5 years	$250,000.00
Temporary Traffic Control Devices	Up to 5 years	$100,000.00
Tire Shredding & Disposal Services	Up to 5 years	$335,000.00
Traffic Sign Materials	Up to 5 years	$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	$250,000.00
Transportation of Dead Bodies	Up to 6 years	$167,000.00
Travel Media Relations (For TDO)	Up to 5 years	$200,000.00
Tree Trimming and Removal Services	Up to 5 years	$150,000.00
Trucking Services	Up to 5 years	$110,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	$100,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	$100,000.00
Welding/Medical Gases & Supplies	Up to 5 years	$100,000.00

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE:**	**BID NUMBER:**	**BID OPENING DATE AND TIME:**
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:

V.A. Paving, Inc.
2955 Lake Dr
Cocoa, FL 32926

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 636-2565

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2147362

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Debra Mallard
NAME (*PRINTED*)

President
TITLE

8/6/2020
DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6 day of August 2020.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

_____ FL
SIGNATURE OF NOTARY PUBLIC STATE

Joni E H Bohne
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 7/24/21

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # GG 086862
Expires July 24, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

BOND DATA

CONTRACTOR MUST PROVIDE: **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. CONTRACTOR - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.

   f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the demandstar and VendorLink websites.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the

responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors shall submit *one bid only*.**

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any Insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation

of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

    Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Fla. Stat.

    Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

    All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with

respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;

    b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the DemandStar and VendorLink websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

    b. **PROCEEDINGS**

    Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

    The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

    Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

    In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

    c. **STAY OF PROCUREMENTS DURING PROTESTS**

    Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

1. **PURPOSE**

Brevard County Purchasing Services, on behalf of the Brevard County Public Works Department, is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

CONTRACT PERIOD

The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for two (2) additional one (1) year periods. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

DELIVERY

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at Debbie.feingold@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at Onvia DemandStar® website and VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Debbie Feingold at Debbie.feingold@brevardfl.gov. To be given consideration, such requests must be received in writing no later than July 30, 2020 @ 5pm.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than August 6, 2020 @ 2pm**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office**.

Electronic bid filing is now available on VendorLink at www.myvendorlink.com . Electronic bidding is preferred; however hard copy bids will still be received.

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. Electronic Price Sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should

be saved on compact disc (CD) or USB flash drive and included with bid submittal. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third *(3rd) floor* at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered**, a bid must be accepted in Purchasing Services no later than the ITB closing date and time**. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. PRE-BID/WALK THROUGH

A pre-bid meeting/walk through shall be held on July 23, 2020 @ 10:30am located in the Florida Room, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940. Interested Contractors are highly encouraged to attend this meeting. All contractors attending this pre-bid walk thru should meet in the Florida Room – 3rd Floor.

☐ **Mandatory** ☒ **Non-Mandatory**

Asphaltic Concrete
B-6-20-57
SCOPE OF SERVICES

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem(s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.

2. All material supplied under this contract must meet the requirements of sections 300, 320, 327, 330, 334, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2020 edition.

3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one-ton minimum) must be available with 72 hours of notification by the agency, and within five business days' notice by the agency for any nighttime work. In the event the contractor cannot meet the 72-hour availability notification the County reserves the right to move to the next available contractor.

4. The asphalt contractor shall furnish all materials, equipment, labor and incidentals for mixing aramid fibers into the existing mix design of the particular type of asphalt specified. The asphalt contractor shall introduce the fibers into the asphalt mix conforming to the specifications and requirements of the manufacturer. The asphalt contractor shall use the automated dosing machine recommended by the manufacturer to blend the specified rate of fibers per ton of asphalt per the Superpave Asphalt Concrete-Reinforcing Fiber in Asphalt Per Article 334-2.

5. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.

6. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.

7. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming).

8. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2020. Roadways subject to straight edge requirements.

9. Contractor to place all asphalt mixtures by the string line method, per FDOT 330-6.1.1. Contractor is to provide a uniform centerline and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.

10. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2020 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.

11. When required, the contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance

and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

12. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2020 Edition.

12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.

13. The County will make award in accordance with General Conditions # 23 on the following:

    - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5, FC12.5, and pick-up price for FOB 9.5 asphalt.
    - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.

14. Plant locations must be identified with bid.

15. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.

16. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.

17. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.

18. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2020 edition.

19. Any "pushing" or "slipping" of the asphalt within a 12-month period after placement will be repaired at the contractor's expense.

20. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.

21. Testing by the County may be required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power-screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2020 version). Cores may also be required to verify thickness.

22. LIQUIDATED DAMAGES

    If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours' notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County incurs from the alternate supplier.

Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

23. DEFECTIVE MATERIALS

If the contractor provides the County with any defective materials, it shall be the contractor's responsibility to remove the defective materials and replace them with correct materials at their own expense. The County will not remit payment for the original materials ordered until this correction is complete.

24. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners:

- Superpave 9.5 – 85,000 TONS
- Superpave 12.5 – 15,000 TONS
- FC 12.5 – 25,000 TONS

The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system of Brevard County. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering into the storm system.

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 81.00 Ton	$115.00 Ton	$170.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$78.00 Ton	$115.00 Ton	$170.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 180.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$110.00 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$109.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$575.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$300.00 Ton		
TACK FOB Gallon	FOB GALLON	$12.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$1.00 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$2.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$1,000.00 Ton	$14.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$65.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$5.00 L.F.		
Night Work	Cost per ton	$10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$5.00 SY		
	SY $2,501 - 5,000	$3.00 SY		
	SY 5,001 to 15,000	$2.75 SY		
	SY 15,001 and over	$2.50 SY		
Asphalt Millings for Pickup FOB at Plant		$75.00 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$10.00 Ton		

Plant Locations:_____800 Cidco Rd Cocoa, FL 32926_____

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No.__1___Dated_7/28/2020_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? __X___YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR_____V.A. Paving ,Inc._____

ADDRESS____2955 Lake Dr Cocoa, FL 32926_____

AUTHORIZED SIGNATURE _____ DATE__8/6/2020

PRINTED SIGNATURE___Debra Mallard, President_____

TELEPHONE #___321-636-2565_____ FAX #__321-631-4541_____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Asphaltic Concrete
B-6-20-57

INDEMNIFICATION
The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

V.A. Paving, Inc.
Business Name

B-6-20-57 Asphaltic Concrete
Bid Number and Name

Authorized Representative's Signature

8/6/2020
Date

Debra Mallard
Name

President
Position

PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We _____, having its principal place of business at _____, (___)___-____, herein called Principal, and _____, having its principal place of business at _____, (___)___-___,a corporation as Surety, are bound to Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of _____. ($_____.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number_____ dated _____ between Principal and Owner for construction of (project description) _____ _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force. Any action instituted by a claimant under this bond for payment must be in accordance

with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____day of _____, 20__.

Witness: _____
(Principal) (Seal)

_____ Its: _____
(Title)

Witness: _____
(Surety) (Seal)

_____ Its_____
(Title)

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Brevard County
Date of Services: 12/2019 to present
Description of Services: Road Resurfacing
Street Address: 2725 Judge Fran Jamieson Way, Bldg. A-219
City, State, ZIP Code: Viera, FL 32940
Telephone #: (321) 617-7202 Fax #: 633-2170
Contact Person: Craig Kupec Email: Craig.Kupec@brevardfl.gov

Ref #2. Customer/Client: City of Melbourne
Date of Services: 9/2019 to present
Description of Services: Road Resurfacing
Street Address: 900 E Strawbridge Ave
City, State, ZIP Code: Melbourne, FL 32901
Telephone #: (321) 953-6313 Fax #: 321-608-5135
Contact Person: Dani Straub Email: dani.straub@mlbfl.org

Ref #3. Customer/Client: City of Palm Bay
Date of Services: 8/2019 to January 2020
Description of Services: Road Resurfacing
Street Address: 1050 Malabar Rd
City, State, ZIP Code: Palm Bay, Fl 32907
Telephone #: (321) 917-3430 Fax #: 321-952-3424
Contact Person: Frank Watanabe Email: Frank.Watanabe@palmbayflorida.org

Ref #4. Customer/Client: City of Titusville
Date of Services: 06/2020 to present
Description of Services: Road Resurfacing
Street Address: 2910 Garden St
City, State, ZIP Code: Titusville, FL 32796
Telephone #: (321) 383-5815 Fax #: (321) 383-5628
Contact Person: Vanessa Maldonado Email: Vanessa.Maldonado@Titusville.com

Ref #5. Customer/Client: Space Florida
Date of Services: 05/2020 to present
Description of Services: Road Resurfacing
Street Address: 505 Odyssey Way, Suite 300
City, State, ZIP Code: Exploration Park, FL 32953
Telephone #: (321) 730-5301 Fax #: (321) 730-5307
Contact Person: Bunti Patel Email: Bunti.Patel@aecom.com

CONTRACTOR NAME V.A. Paving, Inc.
ADDRESS 2955 Lake Dr Cocoa, FL 32926
PRINTED SIGNATURE Debra Mallard
AUTHORIZED SIGNATURE Debra Mallard
TELEPHONE # 321-636-2565 FAX# 321-631-4541 DATE 8/6/2020
EMAIL: debra.mallard@vapaving.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared

Debra Mallard, who, being by me first duly sworn, made the following statement:

1. The Business address of V.A. Paving, Inc. (name of Contractor) is 2955 Lake Dr Cocoa, FL 32926

2. My relationship to V.A. Paving, Inc. (name of Contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. V.A. Paving, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature
Debra Mallard, President

Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of August, 2020.

Notary Public

My commission expires:
7/24/21

(AFFIX SEAL or STAMP)

JONI E. H. BOHNE
Commission # GG 086862
Expires July 24, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

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

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

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

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

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment**:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
(To be submitted with each bid or offer exceeding $100,000)
The Consultant certifies, to the best of his or her knowledge, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials**:

In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

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13. **Additional FEMA Requirements**:

A. **Access to Records**:

i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags**:

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders**:

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government**:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts**:

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBER IN ASPHALT. (1-24-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fiber. Do not alter the final mix design for the addition of fiber at the asphalt plant.

334-2.5.1 Description: Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into the asphalt mix. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process and the treatment must become soluble in the asphalt binder. Continuously feed and mix treated aramid fiber into the asphalt mix per the dosage and mixing requirements of this specification. Provide a certification report signed and sealed by a registered professional engineer upon project completion, which provides the actual dosage rate used for the project and states all specification requirements were adhered to.

334-2.5.2 Materials: Meet the following Aramid and Treatment material properties.

Aramid Properties	**Measure**
Material	Para-Aramid Fiber (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm^3)
Decomposition Temperature	> 800 (°F)
Treatment Properties	**Measure**
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)
Short Cut Aramid Fiber Bundles	**Measure**
Length	1.50 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)
Storage	Store dry with no contact with moisture

334-2.5.3 Dosage & Mixing Requirements: Use an aramid dosage rate of 2.1 ounces (+/- 5.0%) per ton of mix. This does not include the treatment weight. Meter and continuously feed treated aramid fibers in a constant stream-like manner for uniform disbursement. Mix the fibers with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process. Use an automated dosing machine to feed the treated aramid fibers into the mixing drum through the RAP collar. Calibrate the metering based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feed the fibers in a constant stream-like manner through the RAP collar.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT. (02-14-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.

Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

The physical properties of the reinforcing fibers shall be as follows:

1. Materials in a blend of polyolefin and para-aramid or aramid.
2. Length: 3/4 inch
3. Form:
    a. Polyolefin: Serrated
    b. Aramid: Monofilament
4. Specific Gravity:
    a. Polyolefin: 0.91
    b. Aramid: 1.44
5. Tensile Strength:
    a. Aramid: $\geq$ 400,000 psi
6. Melt Temperature:
    a. Polyolefin: $\geq$ 270°F
    b. Aramid: $\geq$ 800°F
7. Acid/Alkali Resistance: Inert

Detail by Entity Name

Florida Profit Corporation
V. A. PAVING, INC.

Filing Information

Document Number	F59465
FEI/EIN Number	59-2147362
Date Filed	12/23/1981
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/27/2001
Event Effective Date	NONE

Principal Address

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

Mailing Address

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

Registered Agent Name & Address

MALLARD, DEBRA D
2955 LAKE DR
COCOA, FL 32926

Name Changed: 02/23/2011

Address Changed: 01/04/2006

Officer/Director Detail

Name & Address

Title VSD

HART, TERRI M

4108 FISHERMANS PLACE
COCOA, FL 32926

Title VTD

MALLARD, ARNOLD A JR
2125 DALE LANE
COCOA, FL 32926

Title PD

MALLARD, DEBRA D
755 Adamson Road
COCOA, FL 32926

Annual Reports

Report Year	Filed Date
2018	01/11/2018
2019	02/21/2019
2020	02/03/2020

Document Images

02/03/2020 -- ANNUAL REPORT	View image in PDF format
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07/24/2015 -- ANNUAL REPORT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- ANNUAL REPORT	View image in PDF format
02/28/2012 -- ANNUAL REPORT	View image in PDF format
02/23/2011 -- ANNUAL REPORT	View image in PDF format
01/21/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
05/10/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
01/04/2006 -- ANNUAL REPORT	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
06/30/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
12/27/2001 -- Amendment	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
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03/07/1996 -- ANNUAL REPORT	View image in PDF format

01/17/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

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- Adobe PDF Reader

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Vendor Search

Vendor Search

How do I use this tool? Search Help Documents

Maximum Results: 25

Use Advanced Search

Vendor Name: V.A. Paving

Email Address:

Last Name:

User Name:

Search Reset

No search results were found. Please try a different search.

Vendor Name First Name Last Name Phone Email

Prev Page Next Page

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

V. A. Paving, Inc.
DUNS: 063896807 CAGE Code: 0CYK4
Status: Active
Expiration Date: 10/03/2020
Purpose of Registration: All Awards

2955 Lake Dr
Cocoa, FL, 32926-4334 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: V. A. Paving, Inc.
Business Type: Business or Organization
Last Updated By: Debra Mallard
Registration Status: Active
Activation Date: 10/04/2019
Expiration Date: 10/03/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

Document reader download link

- Adobe PDF Reader

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FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

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

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

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

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

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act**: (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment**:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**
Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

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Modulus	> 95 (GPa)
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Decomposition Temperature	> 800 (°F)
Treatment Properties	**Measure**
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)
Short Cut Aramid Fiber Bundles	**Measure**
Length	1.50 +/-0.05 (inch)
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    b. Aramid: Monofilament
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    a. Polyolefin: 0.91
    b. Aramid: 1.44
5. Tensile Strength:
    a. Aramid: ≥ 400,000 psi
6. Melt Temperature:
    a. Polyolefin: ≥ 270ºF
    b. Aramid: ≥ 800ºF
7. Acid/Alkali Resistance: Inert

ASPHALTIC CONCRETE **BID # B-6-20-57**		**PRICE SHEET**		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$_____Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$_____Ton		
TACK FOB Gallon	FOB GALLON	$_____Gal		
PRIME	Vendor Delivered, Vendor Placed	$_____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$_____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$_____Ton	$_____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$_____Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$_____L.F.		
Night Work	Cost per ton	$_____Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$_____SY		
	SY $2,501 - 5,000	$_____SY		
	SY 5,001 to 15,000	$_____SY		
	SY 15,001 and over	$_____SY		
Asphalt Millings for Pickup FOB at Plant		$_____Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)		$_____Ton		

Plant Locations:_____

ASPHALTIC CONCRETE
BID # B-6-20-57

PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No._____Dated_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR_____

ADDRESS_____

AUTHORIZED SIGNATURE _____

DATE_____

PRINTED SIGNATURE_____

TELEPHONE #_____ FAX #_____

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE**:	**BID NUMBER**:	**BID OPENING DATE AND TIME**:
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
Preferred Materials, Inc.
1806 33rd Street, Suite 150
Orlando, FL 32839

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(407) 343-7445

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
58-1401468

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X DocuSigned by: Lonnie Schaub
8D28A17058AC4FC...
AUTHORIZED SIGNATURE (*MANUAL*)

Lonnie Schaub
NAME (*PRINTED*)

Vice President — TITLE
08/06/2020 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 2020.
Personally known: ☒
Or produced identification: ☐ Type of ID:_____

_____ FL
SIGNATURE OF NOTARY PUBLIC — STATE

Tamara Albright
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 11/03/2021

(AFFIX SEAL or STAMP)

TAMARA ALBRIGHT
Notary Public-State of Florida
Commission # GG141165
Commission Expires 11/3/2021

BOND DATA

CONTRACTOR MUST PROVIDE:			**AMOUNT:**
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	**FINANCIAL CLASS**	**BOND AMOUNT UP TO:**	**FINANCIAL CLASS**
$ 1,000,000	**I**	**$ 25,000,000**	**V**
$ 2,000,000	**II**	**$ 50,000,000**	**VI**
$ 5,000,000	**III**	**$ 100,000,000**	**VII**
$ 10,000,000	**IV**		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

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Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

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Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Preferred Materials, Inc.	B-6-20-57 - Asphaltic Concrete
Business Name	Bid Number and Name
DocuSigned by: Lonnie Schaub 2A48B28A17058AC4FC...	08/06/2020
Authorized Representative's Signature	Date
Lonnie Schaub	Vice President
Name	Position

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Osceola County Board of County Commissioners
Date of Services: 2016 - present
Description of Services: Asphalt Milling & Resurfacing
Street Address: 1 Courthouse Square
City, State, ZIP Code: Kissimmee, FL
Telephone #: (407) 742-2000 Fax #:
Contact Person: Heidi Lockwood Email: heidi.lockwood@osceola.org

---

Ref #2. Customer/Client: Central Florida Expressway Authority
Date of Services: 04/2019 to present
Description of Services: Asphalt Milling & Resurfacing
Street Address: 4974 ORL Tower Road
City, State, ZIP Code: Orlando, FL 32807
Telephone #: (407) 690-5000 Fax #:
Contact Person: Ben Dreiling Email: ben.dreiling@cfxway.com

Ref #3. Customer/Client: Florida Department of Transportation
Date of Services: 2018 - 2020
Description of Services: Asphalt Milling & Resurfacing
Street Address: P.O. Box 613069
City, State, ZIP Code: Ocoee, FL 34761
Telephone #: (407) 532-3999 Fax #:
Contact Person: Brian Qualls Email: bqualls@elipsisec.com

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

CONTRACTOR NAME Preferred Materials, Inc.
ADDRESS 1806 33rd Street, Suite 150, Orlando, FL 32839
PRINTED SIGNATURE Lonnie Schaub
AUTHORIZED SIGNATURE DocuSigned by: Lonnie Schaub 8D28A17058AC4FC...
TELEPHONE # 407-343-7445 FAX# 407-839-1458 DATE 08/06/2020
EMAIL: lonnie.schaub@preferredmaterials.com

DocuSign Envelope ID: 64631F57-CA25-4C52-A0F4-56CA02B77E52

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared Lonnie Schaub, who, being by me first duly sworn, made the following statement:

1. The Business address of Preferred Materials, Inc. (name of Contractor) is

   ·1806 33rd Street, Suite 150, Orlando, FL 32839

2. My relationship to Preferred Materials, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, (vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

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that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Preferred Materials, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

DocuSigned by:
Lonnie Schaub
8D28A17058AC4FC...
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6th day of August, 2020.

Notary Public

My commission expires: 11/03/2021

(AFFIX SEAL or STAMP)

TAMARA ALBRIGHT
Notary Public-State of Florida
Commission # GG141165
Commission Expires 11/3/2021

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ASPHALTIC CONCRETE **BID # B-6-20-57**		**REVISED PRICE SHEET**		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$__89.09___Ton	$__150.00__Ton	$___225.00__Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$__85.09___Ton	$__150.00__Ton	$__ 225.00__Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$__175.00__Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$__125.00__Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$__108.00__Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$__750.00__Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$__750.00__Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$__500.00__Ton		
TACK FOB Gallon	FOB GALLON	$__N/A ____Gal		
PRIME	Vendor Delivered, Vendor Placed	$__1.00____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$__1.20____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$__500.00__Ton	$__7.00_____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$__70.00___Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$__2.00____L.F.		
Night Work	Cost per ton	$__10.00___Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$__5.00_____SY		
	SY $2,501 - 5,000	$__3.00_____SY		
	SY 5,001 to 15,000	$__2.10_____SY		
	SY 15,001 and over	$__2.10_____SY		
Asphalt Millings for Pickup FOB at Plant		$__35.00___Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$__15.00___Ton		

Plant Locations: Melbourne, Kissimmee and Winter Springs, FL

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ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated 07/28/20 / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / __X___NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Preferred Materials, Inc.

ADDRESS 1806 33rd Street, Suite 150. Orlando, FL 32839

AUTHORIZED SIGNATURE DocuSigned by: Lonnie Schaub 8D28A17058AC4FC...

PRINTED SIGNATURE Lonnie Schaub, Vice President DATE 08/06/20

TELEPHONE # (407) 343-7445 FAX # (407) 839-1458

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

Document reader download link

- Adobe PDF Reader

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Preferred Materials, Inc.
DUNS: 809022671 CAGE Code: 7EK24
Status: Active
Expiration Date: 11/13/2020
Purpose of Registration: All Awards

4636 Scarborough Dr
Lutz, FL, 33559-8506 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Preferred Materials, Inc.
Business Type: Business or Organization
Last Updated By: Ashley Turner
Registration Status: Active
Activation Date: 11/14/2019
Expiration Date: 11/13/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC /
Vendor Name:	Preferred Materials
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	112758800
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Sep 21, 2015
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Other Non-Profit / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: No
Registered for VBS: No

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 04/28/2015
Accepted By:	Ashley Turner

Contacts

View Contact List

Locations

024 Preferred Materials, Inc. Status: AC Details

[-] Commodity Codes

No Commodity Codes Selected

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)



Detail by Entity Name

Foreign Profit Corporation
PREFERRED MATERIALS, INC.

Filing Information

Document Number	F07000005569
FEI/EIN Number	26-1171248
Date Filed	11/09/2007
State	DE
Status	INACTIVE
Last Event	WITHDRAWAL
Event Date Filed	06/10/2011
Event Effective Date	NONE

Principal Address

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

Mailing Address

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

Registered Agent Name & Address

NONE

Officer/Director Detail

Name & Address

Title PD

DUKE, ROBERT F
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

MILLER, WILLIAM B

375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title ST

BROWN, CHARLIE
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

LAING, KENNETH C
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title DIR

MERGENS, RICHARD
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title AS

HICKMAN, GARY P
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Annual Reports

Report Year	Filed Date
2009	06/24/2009
2010	04/20/2010
2011	04/11/2011

Document Images

06/10/2011 -- Withdrawal	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
08/30/2010 -- Merger	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
06/24/2009 -- ANNUAL REPORT	View image in PDF format
06/22/2009 -- ANNUAL REPORT	View image in PDF format
05/13/2009 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/18/2008 -- ANNUAL REPORT	View image in PDF format
11/09/2007 -- Foreign Profit	View image in PDF format

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

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SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: Debbie Feingold (321) 617-7390 Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	**BID TITLE:**	**BID NUMBER:**	**BID OPENING DATE AND TIME:**
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
Goodson Paving, Inc
430 Cidco Road
Cocoa, FL 32924

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 631-5523

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2872065

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Travis Goodson
NAME (*PRINTED*)

Vice President — TITLE

8/6/2020 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6 day of Aug 2020.

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

FL

SIGNATURE OF NOTARY PUBLIC

Faith Hemric
NAME OF NOTARY PUBLIC (*PRINTED*)

STATE NOTARY PUBLIC STATE OF FLORIDA

FAITH HEMRIC
Commission # GG 118866
Expires August 13, 2021
Bonded Thru Budget Notary Services

My commission expires: _____

(AFFIX SEAL or STAMP)

BOND DATA

CONTRACTOR MUST PROVIDE: — **AMOUNT:**

Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

e items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

- ☑ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☑ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☑ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☑ Confirmation of Drug Free Workplace Form
- ☑ Reference Form
- ☑ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	96.4	126.2	162
Superpave SP-12.5	Vendor Delivered, Vendor Placed	95.4	124.9	155.6
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	199.15		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	126.05		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	128.25		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	426		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	342		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	295.6		
TACK FOB Gallon	FOB GALLON	NO BID		
PRIME	Vendor Delivered, Vendor Placed	0.8		
PRIM AND SAND	Vendor Delivered, Vendor Placed	1.55		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	375	3.64	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	NO BID		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	6		
Night Work	Cost per ton	16.5		
Cost for Milling & Clean Up	SY 0-2,500 and under	6.37		
	SY $2,501 - 5,000	3.62		
	SY 5,001 to 15,000	3.38		
	SY 15,001 and over	3.1		
Asphalt Millings for Pickup FOB at Plant		NO BID		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		15		

Plant Locations: VA PAVING, 800 Cidco Road, Cocoa - PREFERRED ASPHALT, 6210 N. US1, Melbourne

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated 07.28.2020 Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

N/A

Does your company accept payment via ACH? _____YES / X NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR__Goodson Paving, Inc

ADDRESS__630 Cidco Road, Cocoa, FL 32926

AUTHORIZED SIGNATURE _____

DATE_August 6, 2020

PRINTED SIGNATURE__Travis Goodson

TELEPHONE #_321.631.5523 FAX #_321.639.0497

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Goodson Paving, Inc
Business Name

B-6-20-57 Asphaltic Concrete
Bid Number and Name

Authorized Representative's Signature

8/6/2020
Date

Travis Goodson
Name

Vice President
Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: W & J Construction
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1005 Viera Blvd Suite 202
City, State, ZIP Code: Rockledge FL 32955
Telephone #: 321-632-7660 Fax #: 321-632-5927
Contact Person: Erik Costine Email: erik@wjconstruction.com

Ref #2. Customer/Client: MK Williams Construction
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1287 W. Eau Gallie Blvd
City, State, ZIP Code: Melbourne, FL 32935
Telephone #: 321-751-5750 Fax #: 321-757-5660
Contact Person: Mike Williams Jr. Email: mikejr@mkwilliams.com

---

Ref #3. Customer/Client: Doug Wilson Enterprises
Date of Services: 1988 - Present
Description of Services: General Contractor
Street Address: 1121 N. Atlantic Ave #102
City, State, ZIP Code: Cape Canaveral, FL 32920
Telephone #: 321-783-0903 Fax #: 321-783-7941
Contact Person: Bruce Simmonds Email: rsimmonds@dwilnet.com

Ref #4. Customer/Client: Brevard County Road & Bridge
Date of Services: 1988 - Present
Description of Services: County Contractor
Street Address: 1725 Judge Fran Jamieson Way
City, State, ZIP Code: Viera FL 32940
Telephone #: 321-690-6815 Fax #: 321-690-6841
Contact Person: Bruce Black Email: Bruce.Black@brevardcounty.us

---

Ref #5. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #: Fax #:
Contact Person: Email:

CONTRACTOR NAME Goodson Paving, Inc
ADDRESS 630 Cidco Road, Cocoa, FL 32926
PRINTED SIGNATURE Travis Goodson
AUTHORIZED SIGNATURE
TELEPHONE # 321-631-5523 FAX# 321-639-0497 DATE 8/6/2020
EMAIL: goodsonpaving@gmail.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Travis Goodson, who, being by me first duly sworn, made the following statement:

1. The Business address of Goodson Paving, Inc (name of Contractor) is 930 Cidco Road Cocoa, FL 32924
2. My relationship to Goodson Paving, Inc (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Goodson Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Goodson Paving, Inc (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Goodson Paving, Inc (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

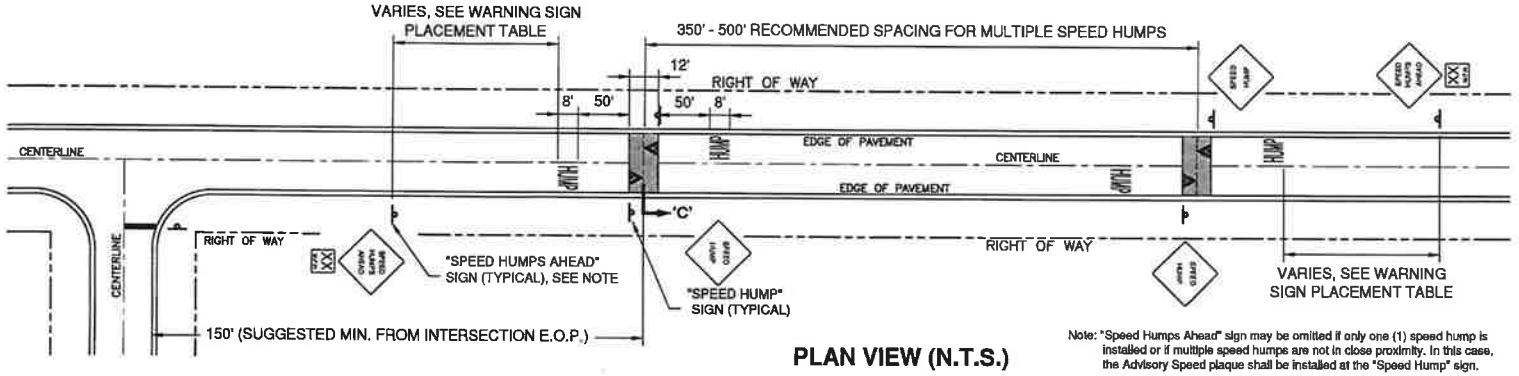
Sworn to and subscribed before me in the state and county first mentioned above on the 6 day of August, 2020.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

FAITH HEMRIC
Commission # GG 118868
Expires August 13, 2021
Bonded Thru Budget Notary Services

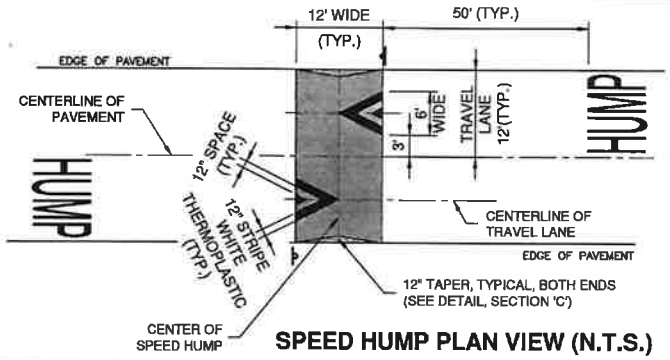


PLAN VIEW (N.T.S.)

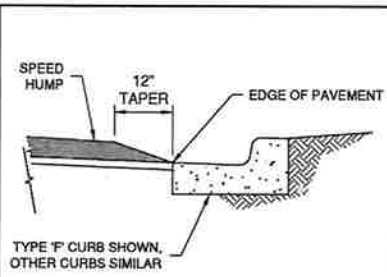
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

WARNING SIGN PLACEMENT	
POSTED SPEED	MIN. DISTANCE FROM SIGN TO SIGN
20 MPH	75'
25 MPH	100'
30 MPH	125'

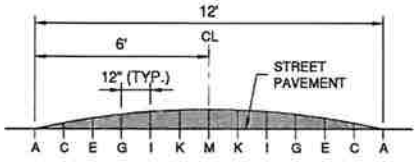
WARNING SIGN PLACEMENT TABLE



SPEED HUMP PLAN VIEW (N.T.S.)

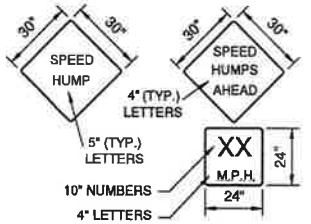


SECTION 'C' (N.T.S.)



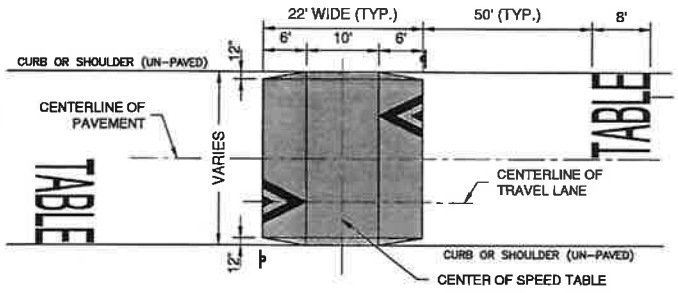
SPEED HUMP THICKNESS TABLE							
DESIGN SPEED	A	C	E	G	I	K	M
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SPEED HUMP SECTION (N.T.S.)

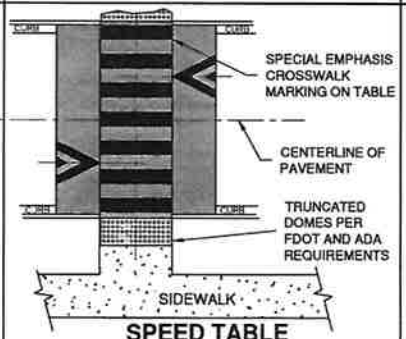


MUTCD REF. W17-1 (MODIFIED) AND W13-1

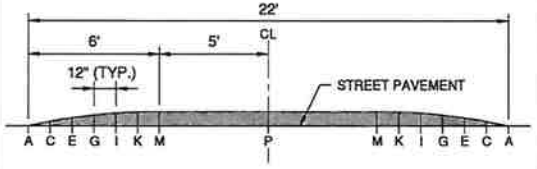
SPEED HUMP SIGN DETAILS



SPEED TABLE PLAN VIEW (N.T.S.)

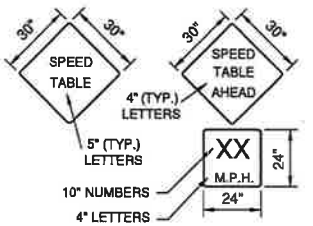


SPEED TABLE WITH PEDESTRIAN CROSSING



SPEED TABLE THICKNESS TABLE									
DESIGN SPEED	CENTER HEIGHT	A	C	E	G	I	K	M	P
25 MPH	3.5" TALL TABLE	0.0	1.1	2.0	2.7	3.2	3.4	3.5	3.5
30 MPH	3" TALL TABLE	0.0	0.6	1.7	2.3	2.7	2.9	3.0	3.0

SPEED TABLE SECTION (N.T.S.)



MUTCD REF. W17-1 (MODIFIED) AND W13-1

SPEED TABLE SIGN DETAILS

DRAWN BY: S.D. CHECKED BY: C. GUMM	DATE: REVISION: BY: 1. 2. 3. 4.	PREPARED BY: PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS 3695 JUDGE FRAN JAMIESON WAY, RM. 811, MELBOURNE, FL 32940 Ph. (321) 633-2077, Fax (321) 637-5471	PREPARED FOR: PUBLIC WORKS DEPT. BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS	DATE: AUG 2016	SPEED HUMP DETAILS	SHEET: 01 OF 01

CORRINA K. GUMM FLE 62504 LICENSED PROFESSIONAL ENGINEER
Corrina Gumm 8-4-2016
STATE OF FLORIDA

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	IN / 02/24/2012
Inactive Reason:	DMS Request - No reason provided
Vendor Name:	GOODSON PAVING
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	061992343
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Apr 17, 2015
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: No
Registered for VBS: No

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 03/17/2008
Accepted By:	Tom Goodson

Contacts

View Contact List

Locations

002 GOODSON PAVING Status: IN Details

[-] Commodity Codes

No Commodity Codes Selected

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

Detail by Entity Name

Florida Profit Corporation
GOODSON PAVING, INC.

Filing Information

Document Number	M70222
FEI/EIN Number	59-2872065
Date Filed	02/26/1988
State	FL
Status	ACTIVE

Principal Address

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

Mailing Address

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

Registered Agent Name & Address

GOODSON, TOMMY
620 CIDCO RD
COCOA, FL 32927

Address Changed: 04/07/2000

Officer/Director Detail

Name & Address

Title PD

GOODSON, TOMMY
1175 TUCKAWAY DRIVE
ROCKLEDGE, FL 32955

Title S

GOODSON, EVELYN L.
1175 TUCKAWAY DRIVE
ROCKLEDGE. FL 32955

Title VP

GOODSON, TRAVIS L
1145 TUCKAWAY DR.
ROCKLEDGE, FL 32955

Annual Reports

Report Year	Filed Date
2018	01/15/2018
2019	01/08/2019
2020	01/14/2020

Document Images

01/14/2020 -- ANNUAL REPORT	View image in PDF format
01/08/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Search Results

Current Search Terms: GOODSON PAVING, INC.*

Total records:0 Save PDF Export Results Print

Result Page: Sort by Relevance Order by Descending

Your search for GOODSON PAVING, INC.* returned the following results...

No records found.

Result Page: Save PDF Export Results Print

GSA

IBM-P-20200717-1140
WWW2

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Help

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Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Document reader download link

- Adobe PDF Reader

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SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:

Community Asphalt Corp.
2975 Industrial Boulevard
Vero Beach, FL 32967

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(786) 418-3576

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-2023298

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

08/06/2020
NAME (*PRINTED*)

Corporate Vice President — TITLE
08/06/20 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 2020.

Personally known: ■

Or produced identification: ☐ Type of ID: ----------

Sandra Elizondo — SIGNATURE OF NOTARY PUBLIC
Florida — STATE

Sandra Elizondo
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: August 24, 2020

(AFFIX SEAL or STAMP)

SANDRA ELIZONDO
Notary Public - State of Florida
Commission # FF 997618
My Comm. Expires Aug 24, 2020

BOND DATA

CONTRACTOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will <u>not</u> be considered.

- ■ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ■ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ■ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ■ Confirmation of Drug Free Workplace Form
- ■ Reference Form
- ■ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$ 146.00 Ton	$ 172.00 Ton	$ 172.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$ 139.00 Ton	$ 159.00 Ton	$ 166.00 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$ 202.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$ 199.00 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$ 166.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$ 365.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$ 352.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$ 268.00 Ton		
TACK FOB Gallon	FOB GALLON	$ 21.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	$ 1.00 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$ 1.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$ N/A Ton	$ N/A SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$ 93.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$ 4.00 L.F.		
Night Work	Cost per ton	$ 10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$ 7.00 SY		
	SY $2,501 - 5,000	$ 5.00 SY		
	SY 5,001 to 15,000	$ 4.00 SY		
	SY 15,001 and over	$ 4.00 SY		
Asphalt Millings for Pickup FOB at Plant		$ 13.00 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$ N/A Ton		

Plant Locations: Vero Beach Plant: 2975 Industrial Boulevard, Vero Beach, FL 32967

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. 1 Dated July 28, 2020 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

Not Applicable

Does your company accept payment via ACH? X YES / _____ NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Community Ashalt Corp.

ADDRESS 2975 Industrial Blvd. Vero Beach, FL 32967

AUTHORIZED SIGNATURE _____ DATE 08/06/20

PRINTED SIGNATURE Manuel Aguiar

TELEPHONE # 786-418-3476 FAX # 305-829-8772

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Community Asphalt Corp.	ITB-B-6-20-57-0-2020/DF: Asphaltic Concrete
Business Name	Bid Number and Name
	08/06/20
Authorized Representative's Signature	Date
Manuel Aguiar	Corporate Vice Presiedent
Name	Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Indian River County
Date of Services: 2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1800 27th Avenue
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: 772-226-1416 Fax #: 772-770-5140
Contact Person: Jeff Hoffman Email: jhoffman@ircgov.com

Ref #2. Customer/Client: City of Cape Coral
Date of Services: 2018-2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1015 Cultural Park Blvd.
City, State, ZIP Code: Cape Coral, FL 33990
Telephone #: 239-574-0839 Fax #:
Contact Person: Trina Chamners Email: tchamnes@capecoral.net

Ref #3. Customer/Client: Lee County Board of County Comissioners
Date of Services: 2019-2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2115 Second, Street, 1st Floor
City, State, ZIP Code: Fort Myers, FL 33901
Telephone #: 239-533-8881 Fax #:
Contact Person: Jake Bond Email: jbond@leegov.com

Ref #4. Customer/Client: City of Sanibel
Date of Services: 2019
Description of Services: Asphalt Paving Resurfacing
Street Address: 800 Dunlop Road
City, State, ZIP Code: Sanibel, FL 33957-4096
Telephone #: 239-472-6397 Fax #:
Contact Person: John Mort Email: John.Mort@sanibel.com

Ref #5. Customer/Client: Florida Department of Transportation
Date of Services: 2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2981 NE Pine Road
City, State, ZIP Code: Cape Coral, FL 33909
Telephone #: 239-985-7851 Fax #:
Contact Person: Tom Pegues Email: Thomas.Pegues@dot.state.fl.us

---

CONTRACTOR NAME Community Asphalt Corp.
ADDRESS 2975 Industrial Boulevard
PRINTED SIGNATURE
AUTHORIZED SIGNATURE Manuel Aguiar
TELEPHONE # 786-418-3476 FAX# 305-829-8772 DATE 08/06/20
EMAIL: Manuel.Aguiar@ohlna.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, personally appeared

Manuel Aguiar, who, being by me first duly sworn, made the following statement:

1. The Business address of Community Asphalt Corp. (name of Contractor) is .

2. My relationship to Manuel Aguiar (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Manuel Aguiar (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 8th day of August, 2020.

Sandra Elizondo
Notary Public
Sandra Elizondo
My commission expires:
August 24, 2020

(AFFIX SEAL or STAMP)

SANDRA ELIZONDO
Notary Public - State of Florida
Commission # FF 997618
My Comm. Expires Aug 24, 2020

Asphaltic Concrete
B-6-20-57
STATEMENT OF NO BID

NOT APPLICABLE

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-6-20-57 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from Contractor database for this commodity/service

____ Other (*please specify below*)

Remarks: _____

_____

_____

PLEASE PRINT

COMPANY NAME_____

COMPANY ADDRESS_____

TELEPHONE NUMBER_____

PRINTED SIGNATURE_____

AUTHORIZED SIGNATURE_____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AGUIAR, MANUEL ANTONIO

COMMUNITY ASPHALT CORP.
9675 NORTHWEST 117TH AVENUE STE 108
MIAMI FL 33178

LICENSE NUMBER: CGC1521192

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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AON RISK SERVICES

July 23, 2020

Brevard County Purchasing Services
2725 Judge ran Jamieson Way
Bldg. C, 3rd floor, suite C-303
Viera, FL 32940

REF: Asphaltic Concrete ITB-B-6-20-57-0-2020/DF

To whom it may concern,

As the authorized broker for Community Asphalt Corp. Aon Risk Services Northeast, Inc. we can confirm that Community Asphalt Corp. maintains the below insurances.

Policy	Limits	Carrier
Workers Compensation	$1M Per Occurrence	The Charter Oak Fire Ins. Co.
Auto Liability	$2M Combined Single Limit	Travelers Property & Casualty Co of America
General Liability	$2M Per Occurrence /$4M Aggregate	Travelers Indemnity Co.

If you have any questions regarding or require additional information, please feel free to contract us.

Sincerely,

AON RISK SOLUTIONS
Karen Carratura

Karen Carratura
Account Specialist II
516-396-4332
Construction Services Group

Aon Risk Services, Inc. | Aon Construction Services Group
One Liberty Plaza | New York, NY 10006
t: (212) 441.1396 | **f:** (516) 681-7390
w: www.karen.carratura@aon.com

Detail by Entity Name

Florida Profit Corporation
COMMUNITY ASPHALT CORP.

Filing Information

Document Number	688538
FEI/EIN Number	59-2023298
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

Mailing Address

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., STE 4
TALLAHASSEE, FL 32301

Name Changed: 04/22/2016

Address Changed: 04/22/2016

Officer/Director Detail

Name & Address

Title Corporate Vice President

AGUIAR, MANUEL
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Executive Vice President

HICKEY, DONALD
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Asst. Secretary

Mahoney, Megan
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Director, CEO

Patel, Ashok R.
9675 NW 117 AVENUE
108
MIAMI, FL 33178

Title Secretary

Pereira, Cesar F.
26-15 Ulmer Street
College Point, NY 11354

Title Director

Fernandez Gallar, Jose Antonio
Paseo de la Castellana 250 D
Torre Espacio
Madrid 28046 ES

Title CFO

Saitzyk, Martin W.
26-15 Ulmer St.
College Point, NY 11354

Title COO

Ruiz Andujar, Daniel
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Annual Reports

Report Year	Filed Date
2019	02/15/2019
2019	04/12/2019
2020	06/05/2020

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05/06/2002 -- ANNUAL REPORT	View image in PDF format
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01/18/2000 -- ANNUAL REPORT	View image in PDF format
02/22/1999 -- ANNUAL REPORT	View image in PDF format

04/02/1998 -- ANNUAL REPORT	View image in PDF format
01/17/1997 -- ANNUAL REPORT	View image in PDF format
01/25/1996 -- ANNUAL REPORT	View image in PDF format
06/13/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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Visit our Temporary Policies (/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

Search

Employer (?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&

Community Asphalt Corp

Employer (?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&s
Community Asphalt Corp
Community Asphalt Corp
COMMUNITY ASPHALT CORP.

Showing 1 to 4 of 4 entries.

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 03/31/2020

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC / 02/24/2012
Vendor Name:	Community Asphalt Corp
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Jul 11, 2016
Business Designation	Corporation
	Primary Place of Business: FL

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: Yes, Date participated: 12/10/09 1:15 PM
Registered for VBS: Yes, Date participated: 12/10/09 1:15 PM
Solicitation/Sales Contact EMail: esandra@cacorp.net

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 01/12/2010
Accepted By:	Sandra Elizondo

Contacts

View Contact List

Locations

011 Community Asphalt Corp. Status: AC Details

[-] Commodity Codes

81101700 Electrical and electronic engineering
81101800 Chemical engineering
81101900 Oil and gas engineering
81102000 Mining engineering

81102100 Ocean engineering
81102200 Transportation engineering
81102300 Aeronautical engineering
81102400 Electrical power transmission engineering
81102500 Permitting services
81102600 Sampling services
81102700 Instrumented control systems design and engineering services

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Document reader download link

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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Community Asphalt Corp.
DUNS: 055217699 CAGE Code: 1H6A4
Status: Active
Expiration Date: 06/15/2021
Purpose of Registration: All Awards

9675 Nw 117th Ave Ste 108
Miami, FL, 33178-1244 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Community Asphalt Corp.
Business Type: Business or Organization
Last Updated By: Sandra Elizondo
Registration Status: Active
Activation Date: 06/15/2020
Expiration Date: 06/15/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SUBMIT SEALED BID TO:			INVITATION TO BID
BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940		Brevard COUNTY Purchasing Services	**Bid Acknowledgment**
PROCUREMENT ANALYST: Debbie Feingold debbie.feingold@brevardfl.gov	(321) 617-7390 Ext. 5-9332	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
July 16, 2020	Asphaltic Concrete	B-6-20-57	August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:
A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ **Mandatory**
☒ **Non-Mandatory**

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
C.W. Roberts Contracting, Inc.
8530 SW Jayme Way
Palm City, FL 34990

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(772) 288-0951

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
59-1683951

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

W. Todd Castleberry
NAME (*PRINTED*)

Vice President — TITLE

08/06/2020 — DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 20 20.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

Wanda Sue Smart — SIGNATURE OF NOTARY PUBLIC

Florida — STATE

Wanda Sue Smart
NAME OF NOTARY PUBLIC (*PRINTED*)

NOTARY PUBLIC STATE OF FLORIDA

WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

My commission expires: 04/25/2022

(AFFIX SEAL or STAMP)

CORPORATE SEAL

BOND DATA

CONTRACTOR MUST PROVIDE:			AMOUNT:
Yes ☐	No ☒	BID BOND	
Yes ☒	No ☐	PERFORMANCE BOND	100% on projects over $100,000
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE BID # B-6-20-57	REVISED PRICE SHEET			
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$107.75 Ton	$117.75 Ton	$157.75 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$102.50 Ton	$112.50 Ton	$152.50 Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$188.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$137.50 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$119.50 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$2,000.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$415.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$255.00 Ton		
TACK FOB Gallon	FOB GALLON	$5.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$1.10 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$N/A Ton	$N/A SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$70.00 Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$4.50 L.F.		
Night Work	Cost per ton	$10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$4.75 SY		
	SY $2,501 - 5,000	$2.75 SY		
	SY 5,001 to 15,000	$2.75 SY		
	SY 15,001 and over	$2.75 SY		
Asphalt Millings for Pickup FOB at Plant		$17.50 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY** *		$10.00 Ton		

Plant Locations:8530 SW Jayme Way, Palm City, FL 34990; 806 NW 9th Street, Okeechobee, FL 34972

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET
(Continued)

Addendum Acknowledgment:

Add. No._1____Dated_07/28/2020 __ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

No prompt payment discount will apply.

Does your company accept payment via ACH? _X__YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR: C.W. Roberts Contracting, Inc.

ADDRESS: 8530 SW Jayme Way

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE W. Todd Castleberry DATE 08/06/2020

TELEPHONE # (772) 288-0951 FAX # (772) 288-0983



Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

C. W. Roberts Contracting, Inc.	B-6-20-57; Asphaltic Concrete
Business Name	Bid Number and Name
Authorized Representative's Signature	08/06/2020
	Date
W. Todd Castleberry	Vice President
Name	Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Martin County Board of County Commissioners
Date of Services: 04/01/2017 - 03/31/2020
Description of Services: Annual Paving & Drainage in Martin County
Street Address: 2401 SE Monterey Road
City, State, ZIP Code: Stuart, FL 34996
Telephone #: (772) 288-5430 Fax #: (772) 288-5789
Contact Person: Ken Vreeland Email: kvreelan@martin.fl.us

Ref #2. Customer/Client: Florida Department of Transportation
Date of Services: 03/12/2014 - 03/11/2016
Description of Services: Annual Miscellaneous Paving in Martin, St. Lucie, and Indian River Counties
Street Address: 3400 W. Commercial Blvd
City, State, ZIP Code: Ft. Lauderdale, FL 33309-3421
Telephone #: (772) 429-4817 Office; (561) 756-1854 Cell Fax #:
Contact Person: Barry Rawdon Email: barry.rawdon@dot.state.fl.us

Ref #3. Customer/Client: City of Vero Beach
Date of Services: 08/09/2017 - 08/08/2019
Description of Services: Street Resurfacing Project (Miscellaneous Asphalt Repairs in the City of Vero Beach)
Street Address: PO Box 1389
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: (772) 978-4872 Fax #: (772) 770-5836
Contact Person: Don Dexter Email: ddexter@covb.org

Ref #4. Customer/Client: Floridian National Golf Club
Date of Services: 06/06/2014 - 11/16/2017
Description of Services: Complete sitework including preparation & installation of Asphaltic Concrete
Street Address: 3700 SE Floridian Drive
City, State, ZIP Code: Palm City, FL 34990
Telephone #: (772) 781-5010 Fax #: (772) 781-1631
Contact Person: Christy Zsiros Email: Cziros@thefloridian.com

Ref #5. Customer/Client: City of Port St. Lucie
Date of Services: 06/05/2017 - 02/19/2018
Description of Services: Full Depth Reclamation, Asphaltic Paving, Sidewalk Reconstruction (Rosser Blvd), Drainage
Street Address: 121 SW Port St. Lucie Bolvd
City, State, ZIP Code: Port St. Lucie, FL 34984
Telephone #: (772) 692-4344 Fax #:
Contact Person: Gary Jones (Captec Engineering) Email: gjones@gocaptec.com

CONTRACTOR NAME C.W. Roberts Contracting, Inc.
ADDRESS 8530 SW Jayme Way, Palm City, FL 34990
PRINTED SIGNATURE W. Todd Castleberry
AUTHORIZED SIGNATURE
TELEPHONE # (772) 288-0951 FAX# (772) 288-0983 DATE 08/06/2020
EMAIL: RSlone@cwrcontracting.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Florida

BEFORE ME, the undersigned authority, personally appeared W. Todd Castleberry, who, being by me first duly sworn, made the following statement:

1. The Business address of C.W. Roberts Contracting, Inc. (name of Contractor) is 8530 SW Jayme Way, Palm City, FL 34990

2. My relationship to C.W. Roberts Contracting, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. C.W. Roberts Contracting, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6th day of August, 2020.

Notary Public

My commission expires: 04/25/2022

(AFFIX SEAL IN STAMP)

NOTARY PUBLIC STATE OF FLORIDA

WANDA SUE SMART
Commission # GG 200367
Expires April 25, 2022
Bonded Thru Budget Notary Services

Asphaltic Concrete
B-6-20-57
STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-6-20-57 for the following reason(s):

____ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)

____ Insufficient time to respond to the Invitation to Bid

____ We do not offer this commodity/service or equivalent

____ Our product schedule would not permit us to perform

____ Specifications unclear (*please specify below*)

____ Unable to meet bond or insurance requirements

____ Remove our company from Contractor database for this commodity/service

____ Other (*please specify below*)

Remarks: We are bidding this project

PLEASE PRINT

COMPANY NAME C.W. Roberts Contracting, Inc.

COMPANY ADDRESS 8530 SW Jayme Way, Palm City, FL 34990

TELEPHONE NUMBER (772) 288-0951

PRINTED SIGNATURE W. Todd Castleberry, Vice President

AUTHORIZED SIGNATURE W. Todd Castleberry

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

LICENSE NUMBER: CGC1505785

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of State DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
C. W. ROBERTS CONTRACTING, INCORPORATED

Filing Information

Document Number	493846
FEI/EIN Number	59-1683951
Date Filed	01/19/1976
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/08/2020
Event Effective Date	NONE

Principal Address

1603 BAY AVENUE
PANAMA CITY, FL 32405

Changed: 02/23/2017

Mailing Address

P.O. BOX 16279
TALLAHASSEE, FL 32317

Changed: 04/09/2007

Registered Agent Name & Address

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Name Changed: 09/13/2013

Address Changed: 09/13/2013

Officer/Director Detail

Name & Address

Title President

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title Secretary, CFO

DELISLE, ROBERT
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title VP

Palmer, Alan
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Fleming III, Ned N
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title CEO

Owens, Charles E
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TALLAHASSEE, FL 32317

Title VP, Asst. Secretary, Treasurer

Matteson, Mark R
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Savoy, Stuart
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Riley, Chris
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TALLAHASSEE, FL 32317

Title VP

STRAIN, JAMES(JIMMY) A
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

CASTLEBERRY, WILLIAM T.

P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

ARMSTRONG, M. BRETT
P.O. BOX 16279
TALLAHASSEE, FL 32317

Annual Reports

Report Year	Filed Date
2018	01/24/2018
2019	01/10/2019
2020	01/07/2020

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Detail by Entity Name

Florida Profit Corporation
C. W. ROBERTS CONTRACTING, INCORPORATED

Filing Information

Document Number	493846
FEI/EIN Number	59-1683951
Date Filed	01/19/1976
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/08/2020
Event Effective Date	NONE

Principal Address

1603 BAY AVENUE
PANAMA CITY, FL 32405

Changed: 02/23/2017

Mailing Address

P.O. BOX 16279
TALLAHASSEE, FL 32317

Changed: 04/09/2007

Registered Agent Name & Address

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Name Changed: 09/13/2013

Address Changed: 09/13/2013

Officer/Director Detail

Name & Address

Title President

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title Secretary, CFO

DELISLE, ROBERT
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title VP

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Florida Department of State, Division of Corporations

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) (1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) (753.24 KB)

Updated 12/10/19

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under section 287.134, Florida Statutes.

There are currently no vendors on this list.

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SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

C. W. Roberts Contracting, Incorporated
DUNS: 094593589 CAGE Code: 0CHA7
Status: Active
Expiration Date: 12/03/2020
Purpose of Registration: All Awards

3372 Capital Cir NE
Tallahassee, FL, 32308-3710 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: C. W. Roberts Contracting, Incorporated
Business Type: Business or Organization
Last Updated By: Christopher Riley
Registration Status: Active
Activation Date: 12/04/2019
Expiration Date: 12/03/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200717-1140
WWW2

Search Records | Disclaimers | FAPIIS.gov
Data Access | Accessibility | GSA.gov/IAE
Check Status | Privacy Policy | GSA.gov
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Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Visit our Temporary Policies (/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name –** The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name –** The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status –** Indicates whether the account is currently enrolled or terminated.
- **Enrollment date –** The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date –** The E-Verify Memorandum of Understanding termination date.
- **Workforce size –** Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites –** The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state) –** The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

Search

Employer (?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order

C.W. Roberts Contracting, Inc.

Employer (?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order
C.W. Roberts Contracting, Inc.

Showing 1 to 2 of 2 entries.

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 03/31/2020

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC /
Vendor Name:	C.W. Roberts Contracting, Inc.
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	
Website:	http://www.cwrcontracting.com/
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Sep 11, 2019
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: Yes, Date participated: 5/15/18 9:49 AM
Registered for VBS: Yes, Date participated: 5/15/18 9:49 AM
Solicitation/Sales Contact EMail: bflowers@cwrcontracting.com

Special Exceptions

Fee has been waived:	☐
Terms of Use have not been agreed to:	☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 05/15/2018
Accepted By:	Bob Flowers

Contacts

View Contact List

Locations

005 Corporate Office Status: AC Details

[-] Commodity Codes

30121600 Asphalts
72141000 Highway and road construction services

Return to List

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

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Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with Rule 60A-1.006(2), Florida Administrative Code.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

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Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

Asphaltic Concrete
B-6-20-57
July 28, 2020
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. **QUESTION:** Please provide additional information regarding performance bonds required over $100,000.00. How many projects will there be over $100,000.00 each year? What is the average dollar amount of each of these projects? Which bid items will the performance bonds pertain to?

1. **RESPONSE:** Performance Bonds will be required for streets that exceed $100,000 of cost under items collectively performed by one contractor. It is estimated that there are approximately 20 streets county-wide with an aggregate of $6.7 million in costs which meet this criteria.

2. **QUESTION:** On Page 8 Note No. 1 Contract Period of the Asphaltic Concrete Bid # B-6-20-57 Special Conditions it states "The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for two (2) additional one (1) year periods". Is the Price Sheet for the Asphaltic Concrete Bid # B-6-20-57 for the first year of this agreement?

   RESPONSE: The price sheet included in the bid package is for the entire contract. The price sheet is based off of the API.

3. **QUESTION:** Will there be an opportunity to address cost increases for extended years?

   RESPONSE: The cost increases and/or decreases are based on the API. Increases and/or decreases are evaluated when a change of 5% occurs in either direction. The contractor(s) will send in a request to raise the cost. Additionally, if price adjustments are required, the criteria on the price adjustment sheet and FDOT Specs, Section 9-2.1.1 will be followed.

4. **QUESTION:** Is the FDOT Fuel & Bituminous Average Price Index in effect for this bid?

   RESPONSE: Yes, the FOT Fuel and Bituminous Average Price Index is used for this contract.

5. **QUESTION:** On Page 10 Note No. 8, of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "Corrections on. "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2020"". How does a Contractor get paid for these additional costs incurred for these unforeseen correction conditions?

2. **RESPONSE:** This is referring to the corrections in the pavement and not the base, there is no cost to the County.

6. **QUESTION:** On Page 11 Note No. 13 of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "The County will make award in accordance with General Conditions #23 on the following:..... What is General Conditions #23?

   RESPONSE: This statement is referring to the General Conditions, Terms, and Provisions located on Page 3, item # 23 – AWARDS.

7. **QUESTION:** On Page 12 Note No. 24 Estimated Quantities/Usages of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased. Brevard County Board of County Commissioners: Superpave 9.5 – 85,000 TONS; Superpave 12.5 – 15,000 TONS; FC12.5 – 25,000 TONS". How much of the Superpave 9.5 – 85,000 TONS are FOB at Plant?

   RESPONSE: None, this was based off of last year's performance, 85,000 Tons, this was asphalt placed on the roads.

8. **QUESTION:** On the Price Sheet the last bid item states "Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)" at a per ton price. Please provide the following information: How often will asphalt requiring fiber occur, the minimum tons that shall be required for each occurrence, and the allowable time-frame for procuring the fiber portion of the asphalt prior to placement?

   RESPONSE: Based on last year's production we installed 11,000 Tons of Asphalt. This was 4 projects. One Month time frame on the fiber procurement.

9. **QUESTION:** Are FDOT Composite Pay Factors in effect for this bid?

   RESPONSE: No, FDOT Composite Pay Factors are not in effect for this bid.

10. **QUESTION:** Please provide a breakdown of the overall annual quantities for each bid item that was performed during each of the last three (3) years. This will help us provide you with our most competitive bid.

    RESPONSE: Please see table below:

Asphalt Type	Year	Tons	SY
SP 9.5	18-19	58,000	
SP 12.5	18-19	14,000	
FC 12.5	18-19	30,000	
FOB 9.5	18-19		
FC-5	18-19	0	
SP 9.5	19-20	85,000	
SP 12.5	19-20	15,000	
FC 12.5	19-20	25,000	
FOB 9.5	19-20	800	
Milling	19-20		491,295
FC 5	19-20	0	
Speed Humps	19-20	210	

11. **QUESTION:** Does the Contractor retain all the asphalt millings?

    RESPONSE: Yes, the contractor retains all of the asphalt millings.

12. **QUESTION:** Will the County accept any milling material (which would contain base material, subgrade material, etc.) if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness?

    RESPONSE: Yes, the County will accept any milling material if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness.

13. **QUESTION:** Will one contractor perform the asphalt milling for a particular roadway, parking lot, or bike path and another contractor perform the asphalt paving for this same roadway, parking lot, or bike path if one contractor is low on the asphalt milling item and another contractor is low on the asphalt paving item?

3. **RESPONSE:** One contractor would mill and pave. Typically, the contractor that is low after adding the two items together will be awarded the project.

14. **QUESTION:** Will one contractor perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed?

RESPONSE: Yes, one contractor will perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed.

15. **QUESTION:** Since there's not a bid line item for the fibers and only a limited amount has fibers, how should this be included in the tonnage price?

    RESPONSE: Please see Addendum 1 – Attachment B – Revised Price Sheet. The cost per ton to add fiber to the existing mix is location on the last line of the Revised Price Sheet. This line should reflect the cost to add the fiber to the existing mix. There are two companies that produce the fibers. The contractors should coordinate with the company of their choice to introduce the fiber into the mix. The cost per ton is the charge the contractor is charging for this process. The contractor is responsible for purchasing the fiber and installing it into the mix per manufacturer's recommendations.

16. **QUESTION:** What is the expected tonnage for the FC-5 and FC-9.5?

    RESPONSE: Currently, there are no projects scheduled requiring FC-5. For FC-9.5, we expect 1,000 tons.

17. **QUESTION:** The speed humps are calculated by the ton, what are the average length, width and height? Could they be bid by the linear foot?

    RESPONSE: Speed humps are typically 3 tons each. Contractors usually install the speed humps with a template. Please see Addendum 1 – Attachment A – Speed Hump Design

18. **QUESTION:** On the first page of the specifications, under Delivery, it states, "...to various locations in Brevard County, with inside delivery." Can you please provide further clarification on what is meant by "inside delivery"?

    RESPONSE: This statement is a general statement to reflect that the bid price should be "All inclusive to put the asphalt on the road per ton".

19. **QUESTION:** In the solicitation there is no reference to pricing being subject to adjustment in accordance with Florida Department of Transportation (FDOT) Bituminous Index. Does the county intend to include FDOT bituminous index adjustments in this contract?

    RESPONSE: Yes, the FDOT bituminous index adjustments will be used for this contract.

20. **QUESTION:** The Solicitation references delivery with FOB. Can you please clarify what is included in the FOB line item price?

    RESPONSE: FOB is only for the asphalt SP 9.5 picked up at the plant.

21. **QUESTION:** FDOT has locked the FDOT bituminous index at 1.9079 (unmodified binders) and 2.4637 (modified binder) for several months now due to complications from the COVID -19 virus pandemic. Should this contract incorporate a bituminous index adjustment, will future adjusts be based on the FDOT bituminous index at the time of bid?

    RESPONSE: Bids should be submitted with the FDOT bituminous index at the current rate. Adjustments will be made when the FDOT bituminous index increases or decreases by a minimum of 5%.

22. **QUESTION:** On page 5 bullet 45 of the solicitation describes if the contractor is not meeting production, the contract manager will notify the contractor to increase force. What is the minimum and maximum monthly production the bid should be based on?

    RESPONSE: We do not have a set schedule for the next year. What we have included is the estimated tons for the year. If we just take the projected 70 miles next year and divide it by 10, we are doing 7 miles per month. There will be times when the work load will increase because of additional projects such as the reclamation roads being completed at the same time we are doing resurfacing.

Please note that the bid opening date and time remains August 6, 2020 @ 2:00pm.

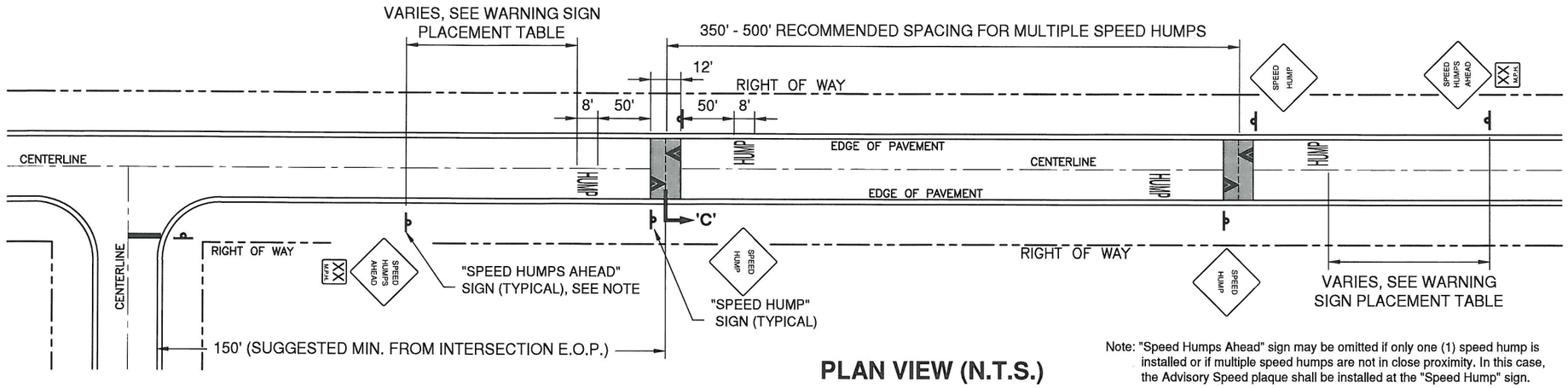
All other terms and conditions remain unchanged.

Sincerely,

Steven A. Darling, Jr.
Central Services Director

cc: file
Public Works

END OF ADDENDUM 1

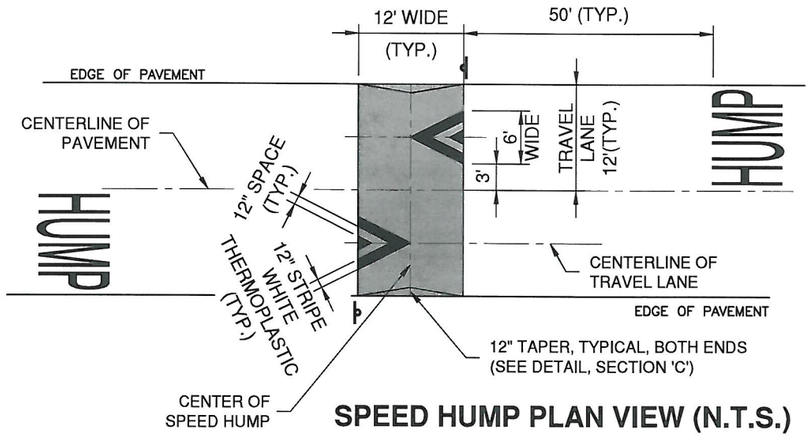


PLAN VIEW (N.T.S.)

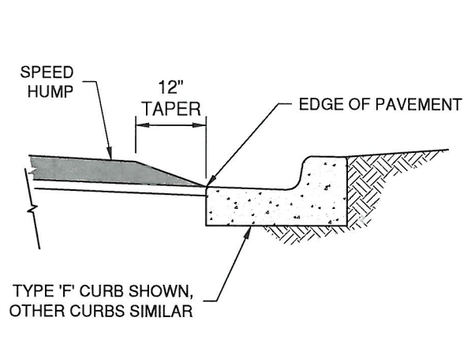
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

WARNING SIGN PLACEMENT	
POSTED SPEED	MIN. DISTANCE FROM SIGN TO SIGN
20 MPH	75'
25 MPH	100'
30 MPH	125'

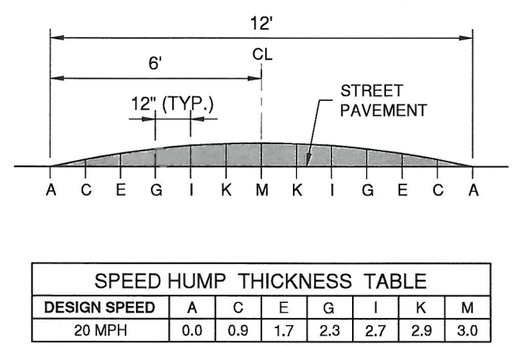
WARNING SIGN PLACEMENT TABLE



SPEED HUMP PLAN VIEW (N.T.S.)

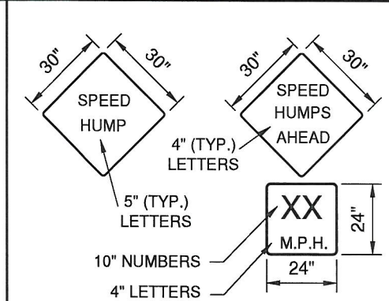


SECTION 'C' (N.T.S.)



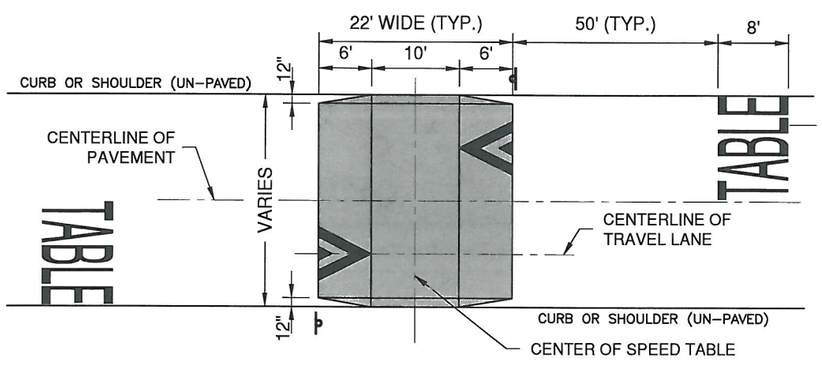
SPEED HUMP THICKNESS TABLE							
DESIGN SPEED	A	C	E	G	I	K	M
20 MPH	0.0	0.9	1.7	2.3	2.7	2.9	3.0

SPEED HUMP SECTION (N.T.S.)

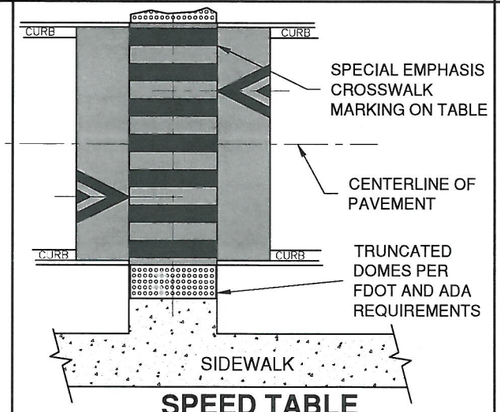


MUTCD REF. W17-1 (MODIFIED) AND W13-1

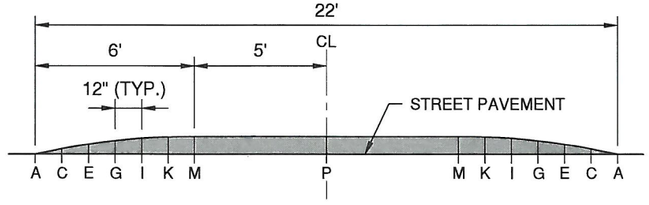
SPEED HUMP SIGN DETAILS



SPEED TABLE PLAN VIEW (N.T.S.)

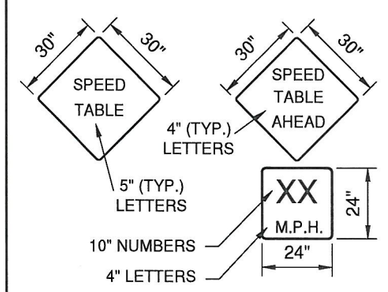


SPEED TABLE WITH PEDESTRIAN CROSSING



SPEED TABLE THICKNESS TABLE										
DESIGN SPEED	CENTER HEIGHT	A	C	E	G	I	K	M	P
25 MPH	3.5" TALL TABLE	0.0	1.1	2.0	2.7	3.2	3.4	3.5	3.5
30 MPH	3" TALL TABLE	0.0	0.9	1.7	2.3	2.7	2.9	3.0	3.0

SPEED TABLE SECTION (N.T.S.)



MUTCD REF. W17-1 (MODIFIED) AND W13-1

SPEED TABLE SIGN DETAILS

DRAWN BY: S.D.
CHECKED BY: C. GUMM

DATE:	REVISION:	BY:
1.		
2.		
3.		
4.		

PREPARED BY:
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
2725 JUDGE FRAN JAMIESON WAY, RM. 211, BLDG A, VIERA, FL 32940
Ph. (321) 633-2077, Fax. (321) 637-5471

PREPARED FOR:
PUBLIC WORKS DEPT.
BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: AUG 2016

APPROVED BY: CORRINA K. GUMM PE# 67564
DATE: 8-4-2016

SPEED HUMP DETAILS

SHEET: 01 OF 01

ASPHALTIC CONCRETE **BID # B-6-20-57**		**REVISED PRICE SHEET**		
ASPHALTIC CONCRETE	**DESCRIPTION**	**ROAD PAVING**	**PARKING LOTS**	**BIKE PATHS**
Superpave SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	$_____Ton	$_____Ton	$_____Ton
FRICTION COURSE		**ROAD PAVING**		
Friction Course FC-5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	$_____Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	$_____Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	$_____Ton		
TACK FOB Gallon	FOB GALLON	$_____Gal		
PRIME	Vendor Delivered, Vendor Placed	$_____SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	$_____SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	$_____Ton	$_____SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	$_____Ton		
TEMPORARY STRIPING	**Vendor Schedules and Provides**	$_____L.F.		
Night Work	Cost per ton	$_____Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	$_____SY		
	SY $2,501 - 5,000	$_____SY		
	SY 5,001 to 15,000	$_____SY		
	SY 15,001 and over	$_____SY		
Asphalt Millings for Pickup FOB at Plant		$_____Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) * **SPECIFIC PROJECTS ONLY ***		$_____Ton		

Plant Locations:_____

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No._____Dated_____ / Add. No._____Dated_____

Add. No._____Dated_____ / Add. No._____Dated_____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

_____

Does your company accept payment via ACH? _____YES / _____NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR_____

ADDRESS_____

AUTHORIZED SIGNATURE _____

DATE_____

PRINTED SIGNATURE_____ _

FAX

TELEPHONE #_____ #_____

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940
Telephone (321) 617-7390
Facsimile (321) 617-7391

May 2, 2022

Ms. Debra Mallard
V.A. Paving Inc
2955 Lake Dr
Cocoa, FL 32926
Email: debra.mallard@vapaving.com

Dear Ms. Mallard:

This letter is to notify you of the intent to renew B-6-20-57, Asphaltic Concrete. The effective dates of this renewal will be 8/22/22 to 8/21/23.

If V.A. Paving Inc is interested in renewing this quote under the same terms, prices and conditions of B-6-20-57, Asphaltic Concrete as well as the modification indicated below, please respond by signing the renewal. A new purchase order will be issued to you to cover the renewal period, if so agreed upon.

Acceptance of this renewal offer constitutes understanding that Brevard County requires all Contractors issued a Purchase Order to be enrolled in the U.S. Department of Homeland Security's (USDHS) E-Verify program. Brevard County requires confirmation that your company is a participating employer. Brevard County will verify your company's enrollment via the USDHS website. If unable to be located, Brevard County will request confirmation that your company has recently enrolled, via the Memorandum of Understanding, submitted to our Office. Brevard County is unable to renew term agreements with any Contractor who does not participate in the E-Verify program.

I, Debra Mallard, of V.A. Paving Inc agree to renew subject contract through 8/21/23, under the terms, pricing and conditions as outlined above.

If V.A. Paving Inc is not interested in renewing this contract, please complete and sign the following statement:

I, _____, of V.A. Paving Inc do not agree to renew subject contract.

Authorized Vendor Signature	Date 5-17-22

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. **The certificates of insurance are required to be returned with your acceptance of this notice.** Brevard County reserves the right to re-bid all items on this bid if all items are not received for the renewal.

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions, contact Debbie Feingold at 321-617-7390. **Please email your response within five (5) business days to Jackie Guadalupe at** jacquelyn.guadalupe@brevardfl.gov. Your timely attention to this matter is greatly appreciated.

Sincerely,

Katherine Wall

Katherine Wall
Central Services Director

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
VA Paving
Piggyback Agreement No. B-6-20-57
Asphaltic Concrete

This Second Amendment is to confirm receipt and acknowledgement of the agreed upon 2nd Annual Renewal made effective August 22, 2022, through August 21, 2023, by and between Brevard County and VA Paving Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Asphaltic Concrete Services as agreed upon under Piggyback Agreement B-6-20-57, made effective August 22, 2020, by and between the City of Cocoa and VA Paving Inc.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each pa1ty indicates its approval of this Renewal Notice for Contract.

VA PAVING	CITY OF COCOA
By: Debra Mallard (Print Name)	By: Stockton Whitten (Print Name)
President (Title)	City Manager (Title)
Signature / Date 8/25/22	Signature / Date 9/14/2022

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Bryant Smith, Director – Public Works

Attest: Carie Shealy 9-14-22
Carie Shealy
City Clerk, City of Cocoa

ORIGINAL

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with V.A. Paving Inc. (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with BREVARD COUNTY - FL , said contract being identified as: Bid No. B-6-20-57, Asphaltic Contract (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

Shall commence on August 22, 2020 through August 21, 2021 with two (2) one (1) year renewal options.

SCANNED

a. Insurance Requirements:

Liability Insurance

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

COMPREHENSIVE BUILDER RISK INSURANCE **(NOT APPLICABLE)**

~~The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

Paragraph 2, page 1 of original contract Brevard County Contract No. B-6-20-57 hereby is excluded from this agreement as follows:

GENERAL CONDITIONS #45, page 5

SUPERVISION OF CONTRACT PERFORMANCE: The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing be the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manger, shall within three (3) days increase the force, tools and equipment as needed to property perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

SCOPE OF SERVICES paragraph #3, page 10:
All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one ton minimum) must be available with 72 hours of notification be the agency, and within five business days' notice by the agency for any nighttime work. In the event the contractor cannot meet the 72-hour availability notification the County (in this case City) reserves the right to move to the next available contractor.

SCOPE OF SERVICES paragraph #22, page 11:
If the Contractor does not arrive on site as scheduled, the County (in this case City) will provide the Contractor with 24- hours' notice that work will be acquired elsewhere. In the event that the County (in this case City) acquires work elsewhere due to contractor non-performance, liquidated damages will be accessed at the actual cost difference the County (in this case City) incurs from the alternate supplier.

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa

Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

f. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

V. A. Paving, Inc.

Entered this 8th day of Sept.

Debra Mallard
(Print Name)

President
(Print Title)

9/8/2020

(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

CITY OF COCOA SEAL FLORIDA

File #: 21-675, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2021
Agenda Date: October 26, 2021
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve entering into a co-operative purchasing agreement with V.A. Paving Inc. in the amount of $292,556.60, plus a contingency of $7,443.40 for a total of $300,000, using Brevard County contract B-6-20-57 extension approved from August 22, 2021, through August 21, 2022, to resurface various stretches of roads throughout the City and Authorize the City Manager to sign the contract(s) and renewal(s) for each subsequent fiscal year pending the approval of that year's budget. .

BACKGROUND:

The Public Works Department has an annual repaving program to address roads that are in failing or poor condition. In 2015, the City completed an entire analysis of the road and sidewalk network. The analysis included the evaluation of the pavement condition, roadway structural condition, and sidewalk trip hazards. The study is updated annually through the use of Staff evaluation, work orders, and GIS and serves as a guiding program to address the City's needs. While the roadway conditions are scored through an industry-standard degradation schedule, staff also performs on-site analysis to ensure resources are allocated in the best manner.

This fiscal year the following streets are scheduled to be milled and paved.

Street Name	From	To
Iona Drive	End	End
Rice Drive	Michigan	Iona
Catawba Drive	Elon	Rice
Elon Drive	Catawba	Salem
Salem Drive	Elon	Rice
Mercer Drive	End	Suwannee
Suwannee Drive	Clemson	Mercer
Clemson Drive	Michigan	End
N Sherwood	Sherwood	Sherwood
S Sherwood	Sherwood	Sherwood
W Sherwood	Sherwood	Sherwood
E Sherwood	Sherwood	Sherwood
Dartmouth Drive	Mercer	End
Prospect Ave	Bristol	Highland

The following streets are tentatively scheduled for the following fiscal year.

Street Name	From	To
Elizabeth Ave	Kensington Dr	Hillsdale Dr
Donna Ave	Kensington Dr	Hillsdale Dr
Donna Ave	Hillsdale Dr	End
Donna Ave	Kensington Dr	End
Hillsdale Dr	Elizabeth Ave	Donna Ave
Hillsdale Dr	Carson St	Elizabeth Ave
Hillsdale Dr	Westview Dr	Carson St
Hillsdale Dr	Kensington Dr	Westview Dr
Hillsdale Dr	Donna Ave	End
Kensington Dr	Fiske Blvd	Hillsdale Dr
Kensington Dr	Elizabeth Ave	Donna Ave
Kensington Dr	Hillsdale Dr	Elizabeth Ave
Ivy Dr	College Ave	Exeter Dr
Ivy Dr	Exeter Dr	Stetson Ct
Ivy Dr	Stetson Ct	End
Ivy Dr	Stetson Ct	Stetson Ct
Pinyon Dr	Cox Rd	Longleaf Rd
Pinyon Dr	Ponderosa St	Longleaf Rd
Pinyon Dr	Longleaf Rd	Ponderosa St
Pinyon Dr	SR 524	Longleaf Rd
Longleaf Rd	Longleaf Rd	Pinyon Dr
Longleaf Rd	Ponderosa St	Pinyon Dr
Ponderosa St	Longleaf Rd	Pinyon Dr

Please note that streets may be added or removed from both the FY 22 and FY 23 paving lists

pending unforeseen circumstances, additional investigation, or project over/underruns.

STRATEGIC PLAN CONNECTION:

Road repair and maintenance are essential in order to (1) preserve the road in its originally constructed condition, (2) protect adjacent resources and user safety, and (3) provide efficient, convenient travel along the route.
.

BUDGETARY IMPACT:

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

Milling and Paving of Streets

Amount Requested	$292,556.60
Account Number	001-3510-541.63-00 PW08SP_
Account Name	Infrastructure_

Allow City Manager to Approve Change Orders

Amount Requested	$7,443.40
Account Number	001-3510-541.63-00 PW08SP_
Account Name	Infrastructure

Not to exceed a total of $300,000.

PREVIOUS ACTION:

This project is part of the City's annual repaving plan.

RECOMMENDED MOTION:

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

V.A. Paving, Inc.

P.O. Box 1046 • Cocoa, Florida 32923-1046 • (321) 636-2565 • FAX: (321) 631-4541 • www.vapaving.com

September 9, 2022

Abigail Morgan, P.E.
Public Works Assistant City Engineer
155 N. Wilson Ave.
Cocoa, FL 32922

RE: City of Cocoa Annual Paving - 2022

The following proposal includes mobilization, labor, equipment, and material to perform operations for asphalt placement for the subject project.

Street	From	To	Milling Quantity	Milling unit cost	Asphalt Quantity	Unit	Asphalt Unit Price	Total
Pinyon Dr	Cox Rd	SR 524	3817	$3.00	325	TN	$99.35	$43,739.75
Longleaf Rd	Pinyon Dr	Pinyon Dr	4708	$3.00	400	TN	$99.35	$53,864.00
Ponderosa St	Pinyon Dr	Longleaf Rd	1484	$5.00	126	TN	$99.35	$19,938.10
S Varr Ave	SR 520	Peachtree St	1600	$5.00	136	TN	$99.35	$21,511.60
Ridgeway Ave	SR 520	Peachtree St	1410	$5.00	120	TN	$99.35	$18,972.00
St Johns St	US 1	Ridgeway Ave	1740	$5.00	148	TN	$99.35	$23,403.80
Washington Ave	SR 520	S Wison Ave	760	$5.00	65	TN	$99.35	$10,257.75
St Johns St	Washington Ave	Blake Ave	2715	$3.00	230	TN	$99.35	$30,995.50
Ivy Dr	College Ave	Terminus	4358	$3.00	370	TN	$99.35	$49,833.50
Cooper Dr	East Stetson Circle	East Stetson Circle	1681	$5.00	143	TN	$99.35	$22,612.05
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
						TOTAL		$295,128.05

All roads to receive 1.5" of SP 9.5 asphalt.

Pricing includes 1 (one) mobilization.

All roads shall be ready for milling and paving operations prior to VA Paving beginning work.

V.A. Paving Inc

Jamie Bell
Estimator

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Florida 10739 Deerwood Park Blvd Ste 200 Jacksonville FL 32256	**CONTACT NAME:** Jessica Silverman **PHONE (A/C, No, Ext):** 904-446-3146 **FAX (A/C, No):** 904-396-7432 **E-MAIL ADDRESS:** Jessica.Silverman@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Great American Insurance Company — 16691
INSURED VAPAV-1 V.A. Paving, Inc. P.O. Box 1046 Cocoa FL 32926	**INSURER B :** Ascot Insurance Company — 23752
	INSURER C : BITCO General Insurance Corporation — 20095
	INSURER D : BITCO National Insurance Company — 20109
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 466383542 **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	
D	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CLP 3 713 233	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ltd JobsitePollution	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP 3 713 234	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			TUU033030414	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 3 713 232	12/31/2021	12/31/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Equipment Floater Inland Marine			IMMA2110000191-03	12/31/2021	12/31/2022	Rented/Leased p/Item Rented/Leased Total	500,000 700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bradford W. Burch

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RESOLUTION NO. 2022-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE ANNUAL STREET PAVING PROGRAM PW08SP IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE $4,871.95 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on September 27, 2022, the City Council authorized the City Manager to proceed with the Brevard County Bid No. B6-20-57 to VA Paving Inc. and City Piggyback Agreement for the completion of the Annual Street Paving Program PW08SP, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Annual Street Paving Program PW08SP, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $300,000 budgeted by the City Council for the project inclusive of the $4,871.95 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on September 27, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Brevard COUNTY
Central Services

Florida's Space Coast

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

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

August 3, 2022

V.A. Paving, Inc.
2955 Lake Dr.
Cocoa, FL 32926

RE: B-6-20-57 Asphaltic Concrete - Price Increase Effective July 15, 2022 - Price Adjustment #6

Dear Debra Mallard:

Our review of the Producer Price Index (PPI) and the Florida Department of Transportation (FDOT) Asphalt Index verifies that prices of the product have increased.

Price adjustments are approved in accordance with the FDOT Asphalt Index and by utilizing the formula for price adjustments for bituminous materials included in the FDOT Standard Specification for Road and Bridge Construction. The following formula will be utilized for the price increase, price adjustment #6:

- API❶= Asphalt Price Index ($/Gallon) At the time of the bid or at most recent price adjustment
- API❷ = Asphalt Price Index ($/Gallon) Current
- PA = Price Adjustment for Asphaltic Concrete Installed ($/Ton)
- AV = Gallons of Liquid Asphalt per ton
- LA = Liquid Asphalt content in Asphaltic Concrete (SP-9.5, SP-12.5, Friction 5, Friction 9.5, Friction 12.5)

If the following is true, then a price adjustment will be made:

- API•>API❶ x 1.05 (for increases)
- API•<API❶ x .95 (for decreases)

For adjustment price use: AV (API❷ - API❶)LA = PA

Approved Price Increase Adjustment #6

API❷>API❶x 1.05
3.2199 > 3.0102 x 1.05
3.7430 > 3.5285 x 1.05

Increase for SP 9.5, SP12.5:

AV (API❷ - API❶) LA = PA
233.10 (3.2199 – 3.0102) .060 = PA
233.10 (0.2097) .060 = $2.93 per Ton Increase

Increase for FC5, FC9.5, FC12.5:

AV (API❷ - API❶) LA = PA
233.10 (3.7430 – 3.5285) .060 = PA
233.10 (0.2145) .060 = $3.00 per Ton Increase

Brevard County looks forward to continuing this relationship with your company. As always, if you have any questions please feel free to contact me at (321) 617-7390. Your attention to this matter is greatly appreciated.

Sincerely,

Kathy Wall
Central Services Director

Attachment: Price Sheet Adjustment 6

cc: James Wham, Interim Construction Manager

Brevard County Purchasing Services

PRICE ADJUSTMENT 6

Bid Title: Asphaltic Concrete
Bid No: B-6-20-57

	V.A PAVING, INC		PREFERRED MATERIALS, INC.		C.W. ROBERTS CONTRACTING, INC.		GOODSON PAVING, INC	
ASPHALTIC CONCRETE								
Superpave SP-9.5								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$99.35	TON	$107.44	TON	$126.10	TON	$114.75	TON
PARKING LOTS	$133.35	TON	$168.35	TON	$136.10	TON	$144.55	TON
BIKE PATHS	$188.35	TON	$243.35	TON	$176.10	TON	$180.35	TON
Superpave SP-12.5								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$96.35	TON	$103.44	TON	$120.85	TON	$113.75	TON
PARKING LOTS	$133.35	TON	$168.35	TON	$130.85	TON	$143.25	TON
BIKE PATHS	$188.35	TON	$243.35	TON	$170.85	TON	$173.95	TON
FRICTION COURSE								
Friction Course FC-5								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$197.89	TON	$192.89	TON	$205.89	TON	$217.04	TON
Friction Course FC-9.5								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$127.89	TON	$142.89	TON	$155.39	TON	$143.94	TON
Friction Course FC-12.5								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$126.89	TON	$125.89	TON	$137.39	TON	$146.14	TON
SPEED HUMPS SP-9.5								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$593.35	TON	$768.35	TON	$2,018.35	TON	$444.35	TON
LESS THAN 25 TN PATCHINGSP-9.5								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$518.35	TON	$768.35	TON	$433.35	TON	$360.35	TON
25-50 TN PATCHING SP 9.5								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$318.35	TON	$518.35	TON	$273.35	TON	$313.95	TON
TACK FOB Gallon								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$12.00	GAL	NO BID	GAL	$5.50	GAL	NO BID	GAL
PRIME								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$1.00	SY	$1.00	SY	$0.75	SY	$0.80	SY
PRIM AND SAND								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$2.00	SY	$1.20	SY	$1.10	SY	$1.55	SY
SAND 3% HOT MIX								
Vendor Delivered, Vendor Placed								
ROAD PAVING	$1,000.00	TON	$500.00	TON	NO BID	TON	$375.00	TON
PARKING LOTS	$14.00	SY	$7.00	SY	NO BID	SY	$3.64	SY
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5								
FOR PICK UP								
ROAD PAVING	$83.35	TON	$88.35	TON	$88.35	TON	NO BID	TON
TEMPORARY STRIPING								
Vendor Schedules and Provides								
ROAD PAVING	$5.00	L.F.	$2.00	L.F.	$4.50	L.F.	$6.00	L.F.
NIGHT WORK								
Cost Per Ton								
ROAD PAVING	$10.00	TON	$10.00	TON	$10.00	TON	$16.50	TON
COST FOR MILLING & CLEANUP								
SY 0-2,500 and Under								
ROAD PAVING	$5.00	SY	$5.00	SY	$4.75	SY	$6.37	SY
COST FOR MILLING & CLEANUP								
SY $2,501 - 5,000								
ROAD PAVING	$3.00	SY	$3.00	SY	$2.75	SY	$3.62	SY
COST FOR MILLING & CLEANUP								
SY 5,001 - 15,000								
ROAD PAVING	$2.75	SY	$2.10	SY	$2.75	SY	$3.38	SY
COST FOR MILLING & CLEANUP								
SY 15,001 and over								
ROAD PAVING	$2.50	SY	$2.10	SY	$2.75	SY	$3.10	SY
ASPHALT MILLINGS FOR PICKUP FOB AT PLANT								
ROAD PAVING	$75.00	TON	$35.00	TON	$17.50	TON	NO BID	TON
COST PER TON TO ADD ARAMID FIBER								
TO THE ASPHALT MIX								
FOR SPECIFIC PROJECTS ONLY								
ROAD PAVING	$10.00	TON	$15.00	TON	$10.00	TON	$15.00	TON

Legislation Details (With Text)

File #:	22-569	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	9/16/2022		**In control:**	City Council	
On agenda:	9/27/2022		**Final action:**		
Title:	Approve City Staff's vendor selection for award of RFQ# CS-22-02-COC, Workers' Compensation Actuarial Study for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract and subsequent renewals with AMI Risk Consultants, Inc. from October 1, 2022 to September 30, 2025 and any approved renewal terms in the contract. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	CS22-02-COC_ Workers Compensation Actuarial Study Tabulation Sheet.pdf Solicitation_CS22-02-COC_- CS22-02-COC Services Agreement_signed by AMI				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 16, 2022
Agenda Date: September 27, 2022
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve City Staff's vendor selection for award of RFQ# CS-22-02-COC, Workers' Compensation Actuarial Study for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract and subsequent renewals with AMI Risk Consultants, Inc. from October 1, 2022 to September 30, 2025 and any approved renewal terms in the contract.

BACKGROUND:

The City of Cocoa operates under a self-insured Worker's Compensation plan and follows Florida Statute requirements for operational requirements and funding. The City annually budgets funding for our Workers' Compensation self-insured claims fund and contracts with a third-party administrator (TPA) to administer the claims in accordance with the laws of the State of Florida. An annual actuarial study is required to estimate funding levels for Workers' Compensation for current and future claims. Additionally, the recommendations for funding levels must comply with the Governmental Accounting Standards Board Statement Number 10 (GASB-10).

In an exercise of due diligence and in an effort to contain costs, the Administrative Services Department staff worked with Finance to advertise a Request for Quote for the Workers'

Compensation Actuarial Study via VendorLink. The solicitation was advertised August 10 - August 29, 2022. There were minimum qualification requirements set to be considered a qualified proposer. The City received three complete quotes and all met the minimum qualifications. The price quotes were as follows:

1. AMI Risk Consultants, Inc., $2,500
2. Madison Consulting Group, Inc., $5,000
3. Pinnacle Actuarial Resources, Inc., $5,000

AMI Risk Consultants has completed the actuarial report for the City of Cocoa annually since 2016. In the past we solicited quotes annually with multiple firms and AMI has historically been the lowest. For the last plan year, the cost for AMI to perform services was $2,800. This new multi-year quote will be a savings to the City. Due to AMI being the lowest bid and satisfaction with their service the past years, Staff recommends a multi-year contract with dates of October 1, 2022 - September 30, 2025 and two one-year renewal options.

STRATEGIC PLAN CONNECTION:

Approval of the actuarial services contract will provide financial stability to our self-insured Workers' Compensation fund, and will allow the City to control related expenses.

BUDGETARY IMPACT:

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

Amount Requested	$2,500
Account Number	520-1801-513-31.00
Account Name	Professional Services

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve City Staff's vendor selection for award of RFQ# CS-22-02-COC, Workers' Compensation Actuarial Study for the City of Cocoa and authorize the City Manager to negotiate and execute a multi-year contract and subsequent renewals with AMI Risk Consultants, Inc. from October 1, 2022 to September 30, 2025 and any approved renewal terms in the contract.

powered by Legistar™

City of Cocoa CS22-02-COC : Workers Compensation Actuarial Study						Pinnacle Actuarial Resources, Inc. 3109 Cornelius Drive Bloomington, IL 61704 Carol Corkill Phone: 309 8072300 Fax: 309 8072301 rfp@pinnacleactuaries.com View Quote SLVMP:
Item #	**Group**	**Item**	**Quantity**	**Unit of Measure**	**Required**	**Vendor Item**
1		**Make:** **Model:** **Model #:** **Model Upgrade/ Downgrade:** **Description:** Actuarial Study of City of Cocoa Workers' Compensation Fund for each Fiscal Year (October 1st - September 30th) as specified herein **Price/Percent:** Price **Brand Name/Equal Value/Service:** Service	1	year	Yes	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Pinnacle Actuarial Resources, Inc.

		AMI Risk Consultants, Inc. 1336 SW 146th Court , FL 33184 Aguedo Ingco Phone: 305 2731589 Fax: 702 3590926 bobingco@amirisk.com View Quote SLVMP:		
Unit Price/ Percent	**Extended Price/ Percent**	**Vendor Item**	**Unit Price/ Percent**	**Extended Price/ Percent**
$5,000.00	$5,000.00	**Make:** **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Actuarial Study of City of Cocoa Workers' Compensation Fund for each Fiscal Year (October 1st - September 30th) as specified herein	$2,500.00	$2,500.00
Sub Total	$5,000.00		Sub Total	$2,500.00
Shipping	$0.00		Shipping	$0.00
Total	$5,000.00		Total	$2,500.00

Madison Consulting Group, Inc. 200 N Second Street Madison, GA 30650 Dana Cline Phone: 706 3427750 Fax: 706 3427775 dana.cline@madisoninc.com View Quote SLVMP:		
Vendor Item	**Unit Price/ Percent**	**Extended Price/ Percent**
Make: **Model:** **Model #:** **Model Upgrade/Downgrade:** **Description:** Actuarial Study of City of Cocoa Workers' Compensation Fund for each Fiscal Year (October 1st - September 30th) as specified herein	$5,000.00	$5,000.00
	Sub Total	$5,000.00
	Shipping	$0.00
	Total	$5,000.00

AMI Risk Consultants, Inc.

1336 SW. 146th Ct., Miami, Florida 33184 | Tel: (305) 273-1589 Fax: (305) 330-5427 | 2878 Loveland Dr. #2208 Las Vegas, NV 89109 | Tel: (702) 478-5924

August 29, 2022

Ms. Christine Savage
Contracts Specialist
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Sent via Vendorlink

RE: Solicitation No. CS22-02-COC – Workers' Compensation Actuarial Study

Dear Ms. Savage:

We greatly appreciate this opportunity to submit our proposal to provide actuarial services for the City of Cocoa's ***("the City")*** Self-Insured Workers' Compensation Fund.

AMI understands the requirements of the City and the services to be provided to meet the requirements of the Government Accounting Standards Board Statement No. 10 ("GASB 10") as they relate to this service.

Background on AMI Risk Consultants, Inc. (AMI)

Although the City has already known AMI, it might be appropriate to reintroduce ourselves. AMI is a property/casualty actuarial and risk management consulting firm that specializes in performing actuarial reviews of Loss and Loss Adjustment Expense (LLAE) reserves for the following: self-insurance programs, property/casualty insurance companies, pools and risk retention groups. For more information about AMI, please visit our website at *http://www.amirisk.com*.

Advantages of Engagement with AMI

Renewing the Contract with AMI will assure continuity, with the following expected benefits:

- ***Continuity***

  No surprises. No uncertainty. No learning curves. Because we performed the actuarial review of the City's Self-Insured Workers' Compensation Fund since 2015, with AMI, you know who and what you are dealing with. There will be a continuity of methodologies, assumptions and judgments used. You will avoid potential large swings in estimates.

- *Expert Staff*

  Including myself, our staff includes two (2) Fellows of the Casualty Actuarial Society (FCAS) and Members of the American Academy of Actuaries (MAAA) with over eighty (80) years of combined actuarial experience. AMI's background and experience are broad, covering such areas as loss reserving, forecasting, pricing, statutory accounting, risk management, claims administration, and reinsurance. *For further details, please refer to the attachments labeled "AMI's Project Team" and the resumes of our Consulting Actuaries.*

- *Experience and Knowledge of Self-Insurance Programs of Florida Public Entities*

  We have performed numerous engagements for government entities and municipalities in Florida, including the City of Cocoa. Consequently, we understand and appreciate the issues and the intricacies involved in managing self-insurance programs in Florida. *We understand the claims and insurance environment in Florida. We operate in Florida, and most importantly, we work with more Florida government entities than any other actuarial consultant.*

- *Prompt and Responsive Service*

  Our clients have engaged us because they know we fully commit our resources to deliver prompt and responsive service. In addition, *w*e pride ourselves in our ability to not only identify and communicate potential problems, but to aid in their resolution.

- *Effective Communication*

  You will be well informed of project status. We are committed to working closely with the City to assure that project findings and subsequent recommendations are consistent with your objectives and reflect your concerns and considerations.

- *Reasonable Cost*

  Due to our relentless efforts to improve our productivity, we manage to maintain low overhead costs. Consequently, you can be assured of a better quality product and service at very competitive rates.

Scope of Services and Work Plam

AMI will perform the following Scope of Services:

A. Estimate the funding level for outstanding claim liabilities for incurred but not reported (IBNR) losses as well as the development of existing losses for all years with open claims as of September 30th of the expiring year to comply with GASB-10.

B. Provide an estimate of the funding for outstanding claim liabilities that will occur during prospective three (3) fiscal years.

In performing the calculations, we will follow these procedures:

1. Estimate ultimate losses, by accident year, using information as of September 30th for the expiring fiscal year. When appropriate, we will be using these actuarial methods: the Paid Loss Development Approach (PLDA), the Bornhuetter-Ferguson Paid Approach (BFPA), the Incurred Loss Development Approach (ILDA), the Bornhuetter-Ferguson Incurred Approach (BFIA) and the Loss Rate Approach (LRA).

   Each actuarial method has unique strengths and weaknesses. By using several methods, we draw on each method's strengths and minimize the effect of its weaknesses. The ILDA is ideal if there is no change in case reserving procedures. Meanwhile, the PLDA is ideal if there is no change in claims paying approach and/or philosophy. The BFILA and the BFPLA assume the unreported and unpaid losses, respectively, will emerge in accordance with expected losses. The LRA is ideal for accident years that are relatively new.

2. Estimate the loss reserves (outstanding reserves including IBNR), both undiscounted and discounted for prospective investment income, as of September 30th of the expiring year.

3. Estimate the funding requirements at various confidence levels to determine the appropriate margins to reflect the uncertainty inherent in estimating loss reserves.

4. Project ultimate incurred losses for the next three (3) fiscal years at various confidence levels.

We will prepare a draft report to summarize our estimates and conclusions and to describe the methods and assumptions we used to reach those conclusions. After discussing the draft report with the City and agreeing on the necessary changes, we will prepare and submit a final report.

Timing

AMI is prepared to begin the study at the City's earliest convenience. Draft reports are normally completed within three weeks after all the required data are received.

References

Please see the duly completed *Reference Form* in the Attachments.

Professional Fees

To perform the actuarial valuation of the City's Self-Insured Workers' Compensation Fund as described above, AMI will bill the City *a total* ***fixed annual fee (not-to-exceed cost) of $2,500***.

With AMI, the City will be working with a local firm that specializes in performing GASB-10 actuarial reviews and risk management services for Florida municipalities. Enclosed for your additional information are *AMI's qualifications* and experience in performing the requested services.

We certainly hope you will choose AMI Risk Consultants, Inc. to continue performing the actuarial consulting services. Rest assured that we are committed to continue providing the City with prompt, responsive, and highest-quality service. Please give me a call at (305) 273-1589 if you have any question regarding our proposal.

Sincerely,



Aguedo M. Ingco, FCAS, MAAA, CPCU, ARM
President

Attachments:

Reference Form
AMI's Background and Capabilities
AMI's Qualifications and Experience
Client Listing
AMI's Project Team
Resumes
Aguedo Ingco, FCAS, MAAA, CPCU, ARM
Gail Flannery, FCAS, MAAA

ATTACHMENTS

City of Cocoa
CS22-02-COC
Workers Compensation Actuarial Study

References

The Firm shall complete and submit this Reference Form as a part of their bid response. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Actuarial Review of the Self-Insurance Program				
Type of Project/Service: • Calculated for the County since 2015, the outstanding claim liabilities and the funding requirements for new claims occurring in each of the next two fiscal years. • Determined the appropriate allocations of the liabilities and future funding requirements to the different departments and cost centers of the County.				
Address: 111 NW 1st Street 23rd Floor, Miami, FL 33128				
Contracting Agency/Client: Miami-Dade County, FL				
Contact Name and Phone #: Ms. Dawn Obidiebube (Data Unit Administrator) Tel. No. (305) 375-4453				
Contact Email Address and Fax #: Dawn.Obidiebube@miamidade.gov				
Contract Amount: $16,000	Start Date:	2015	End Date:	Present
Project #2:				
Project Name: Actuarial Review of the Self-Insurance Program				
Type of Project/Service: • Estimated and verified self-insurance reserves and future funding requirements since 1994. Coverages include workers' compensation, general liability, automobile liability, public officials liability and police liability.				
Address: City Hall, 405 Biltmore Way, Coral Gables, FL 33134				
Contracting Agency/Client: City of Coral Gables, FL				
Contact Name and Phone #: Ms. Diana Gomez, Finance Director Tel. No. (305) 460-5275				
Contact Email Address and Fax #: Email: dgomez@coralgables.com				
Contract Amount: $10,000	Start Date:	1994	End Date:	Present
Project #3:				
Project Name: Actuarial Review of the Self-Insurance Program				
Type of Project/Service: • Calculated for the City every other year since 1994 the outstanding claim liabilities and prospective year funding requirements for future claims. Coverages include workers' compensation, general liability, automobile liability, and property/auto physical damage.				
Address: 101 N. Church Street, Kissimmee, FL 34741-5013				
Contracting Agency/Client: City of Kissimmee, FL				
Contact Name and Phone #: Ms. Amy Ady, Finance Director Tel. No. (407) 518-2220				
Contact Email Address and Fax #: aady@kissimmee.corg				
Contract Amount: $10,400	Start Date:	1994	End Date:	Present

*add additional pages as neccessary

Name of Bidder: **AMI Risk Consultants, Inc.**

AMI's Background and Capabilities

AMI Risk Consultants, Inc. is an actuarial and risk management consulting firm based in Miami, Florida. It was established as an S-Corporation in the State of Florida in May of 1992 (27 years in the business).

The company has worked for various government entities as well as non-government entities. We are well diversified geographically by type of client and type of work. We have performed consulting services throughout the country for various state insurance departments and divisions, state insurance funds, municipalities, insurance companies, self-insurance programs, health insurance providers particularly Blue Cross Blue Shield and its HMO subsidiaries.

AMI has grown significantly. It has attained financial growth and stability as shown in the numerous entities (both from the government and private sectors) that have relied on our capabilities and have continuously engaged our services.

The staff of AMI are extremely motivated and committed to providing the best quality consulting services possible. We think this is a sure formula to success.

Company Name and Address

Main Office:

AMI Risk Consultants, Inc.
1336 SW 146th Ct.
Miami, FL 33184
Tel. (305) 273-1589
Fax. (702) 359-0926
http://www.amirisk.com

Satellite Office:

AMI Risk Consultants, Inc.
2878 Loveland Drive, #2208
Las Vegas, Nevada 89109
Tel. (702) 478-5924

Type of Entity

S Corporation - established in May 1992 in the State of Florida

Number of Years of Existence

29 years

Federal ID Number

65-0339007

Contact Persons

Bob Ingco, FCAS, MAAA, CPCU, ARM
President
Tel. No. (305) 273-1589
Email Address: bobingco@amirisk.com

Gail Flannery, FCAS, MAAA
Consulting Actuary
Tel. No. (305) 273-1589
Email Address: gailf@amirisk.com

AMI's Specializations:

- Workers' Compensation
- Vehicle/Automobile Liability
- General Liability
- Property (real/personal; auto physical damage)
- Professional Errors and Omissions
- HMO and Blue Cross Blue Shield Coverage.
- Post Retirement Benefits Other than Pension
- Health
- Private Passenger Auto
- Employer's Liability
- Commercial Multi Peril
- Crime
- Reinsurance
- Medical Malpractice
- Private Mortgage Insurance
- Umbrella and Excess Coverage
- Commercial and Public Liability

AMI's Background and Capabilities (continued)

AMI's Client Base for Actuarial Consulting Services

AMI specializes in loss reserving and review, forecasting, pricing, rate filing and review, statutory accounting, risk management, and claims review for the following:

- Municipalities (City of Tucson, City of Jacksonville, City of Coral Gables, City of Baltimore, etc.)
- School Boards (Miami-Dade County, Broward County, Collier County)
- Transit Authorities (Chicago Transit Authority, Hampton Roads Transit, Alameda Contra Costa County, Jacksonville Transport Authority)
- State Funds (Arizona, Oregon, California, Pennsylvania, Maine, Wisconsin, & Texas)
- Self Insurance Programs (Burger King, Applied Industrial, etc.)
- State Insurance Departments (Vermont, Maryland, Texas, Oklahoma, California, Maine, Wisconsin, Oregon, Michigan, Ohio, etc.)
- Insurance Companies (Capital City, Agrinational, Safe Insurance, AZ-Mont, etc.)
- Offshore Captive Insurance Companies (United Insurance Co., Blair International, etc.)

AMI's Capabilities on Regulatory Compliance

We provide actuarial assistance to property and casualty insurance companies, captive insurance companies, and self-insurance funds in such areas as:

- GASB 10
- Loss reserves analysis and certification
- Commercial and personal lines product pricing and development
- Reinsurance
- Financial projections calculation
- Risk Based Capital calculation.

AMI's Statistical Analysis Capabilities:

AMI has the ability to perform various statistical analysis including the following:

- Tests of hypothesis and statistical significance
- Confidence Intervals
- Simulations
- Regression Analysis
- Variance Analysis.
- Statistical Modeling

AMI's Risk Management Consulting Service Capabilities

AMI has the ability to perform various risk management consulting services including the following:

- Self-insurance financial performance review
- Cost of risk allocation design and calculations
- Claims administration effectiveness review
- Feasibility studies for alternative financing arrangements
- Captive insurance company feasibility studies
- Insurance effectiveness reviews
- Claims management information system development

AMI's Qualifications & Experience

AMI's Project Team

AMI's qualifications and expertise gained through our extensive experience can be summarized as follows:

Fellows of the Casualty Actuarial Society

AMI has two (2) Fellows of the Casualty Actuarial Society (CAS) employed to perform the actuarial services that meet all appropriate standards of practice established by the CAS. Aguedo Ingco, who will lead the engagement team, is a Fellow of the Casualty Actuarial Society (FCAS) and will be responsible for coordinating all the appropriate resources of AMI for an effective and efficient execution of the required tasks.

Gail Flannery, FCAS, will be the technical manager. Most services for the County will be performed by her or will be under her direct supervision.

Members of American Academy of Actuaries (MAAA)

All key personnel assigned to the project are Members of the American Academy of Actuaries (MAAA). All of them have completed an average of 12 credit hours per year of activities obtained over a two year period necessary to satisfy the continuing education requirement.

Chartered Property/Casualty Underwriter

Aguedo Ingco is a certified Chartered Property/ Casualty Underwriter.

Continuing Education

AMI's goal is to offer quality service by using qualified and experienced people. AMI pursues this goal by emphasizing and requiring all actuarial staff to continuing education and knowledge of emerging issues from the National Association of Insurance Commissionaires (NAIC) and the Casualty Actuarial Society (CAS). As an example of compliance , we make it a point to attend 2 to 3 NAIC conventions a year, the annual CAS Conference and numerous actuarial and risk management conventions.

Subconsultants

For this engagement, AMI will not be utilizing subconsultants.

AMI's Expertise in Workers' Compensation Insurance

AMI's extensive experience in workers' compensation can be summarized as follows:

- AMI has/had performed the actuarial review and analysis of various State Self-Insured Workers' Compensation Funds:
  - *Arizona Industrial Commission Special Fund*
  - *Colorado Subsequent Injury Fund*
  - *Florida Self-Insurance Fund*
  - *Florida Special Disability Trust Fund*
  - *Maine Workers' Compensation Self-Insurance Fund*
  - *Maryland Insurance Trust Fund*
  - *Montana Self-Insurance Fund*
  - *Pennsylvania State Workmen's Insurance Fund*
  - *Texas Subsequent Injury Fund*
  - *Wisconsin Self-Insurance Fund*
  - *Wisconsin Health Care Liability Insurance Plan*
  - *Wisconsin Injured Patients and Families Compensation Fund*
- AMI estimated workers' compensation funding requirements for various municipalities and other government entities to comply with GASB 10 requirements.
- AMI has assisted several state insurance departments in its examination of workers' compensation insurance companies domiciled in their respective states.
- AMI completed the actuarial review of the Oregon State Accident Insurance Fund (SAIF) on behalf of the Oregon Insurance Division.
- AMI assisted the California Department of Insurance in the financial examination of the State Compensation Insurance Fund (SCIF).
- AMI has worked as a subcontractor of William Mercer, Inc. in performing workers' compensation loss reserves evaluation for the Pennsylvania Catastrophic Fund and the Workers' Compensation Security Fund.
- AMI reviewed the Workers' Compensation rate filings for the Oklahoma Insurance Department.
- AMI has certified workers' compensation reserves of captive insurance companies, pools, and self-insurance programs.
- AMI assisted the California Insurance Department in evaluating the effect of the Open Rating by evaluating the profitability of its two largest workers' compensation specialty companies.

AMI's Qualifications & Experience (continued)

AMI's Extensive Expertise in Property and Casualty Insurance

- AMI has estimated funding requirements for various municipalities and other government entities to comply with GASB 10 requirements. ***Clients include Miami-Dade County (FL), Hidalgo County (TX), Lake County (FL), Orange County (FL), Palm Beach County (FL), Bay County (MI), Collier County (FL), Baltimore County (MD), Anne Arundel County (MD), Montgomery County (MD), City of Chesapeake (VA), Hampton Roads Transit (VA), School Boards of Broward, Dade, City of Hollywood (FL), City of Ocala (FL), City of Bridgeport (CT), City of Coral Gables (FL), City of Sparks (NV), Jacksonville Transportation Authority (FL), Newark Housing Authority (NJ), Navajo Housing Authority (AZ), etc.***

- AMI has performed loss reserve review of self-insured programs for non-government entities. ***Clients include Burger King Corporation, Performance Food Group, Applied Industrial Technologies, Inc., Broyhill Furniture, Blue Cross Blue Shield of Florida, Ikon Office Solutions, etc.***

- AMI performed the actuarial review of several State Insurance Funds including: ***the Wisconsin Self-Insurance Program, the Maine Self-Insurance Fund, the Texas Subsequent Injury Fund, the Arizona Special Workers' Compensation Fund, the California State Compensation Insurance Fund, the Pennsylvania State Workers' Insurance Fund, and the Oregon State Accident Insurance Fund.***

- AMI is the appointed consultant for several auto insurance companies.

- AMI has certified loss reserves of captive insurance companies, pools and self-insurance programs.

- AMI has assisted several state insurance departments in their examination of property and casualty insurance companies in evaluating the reasonableness of loss reserves and rates used.

- AMI assisted the California Department of Insurance (CDI) evaluate the effect of Open Rating by evaluating the profitability of its two largest workers' compensation specialty companies.

- AMI reviewed the rate filings for the Oklahoma Insurance Department and the Texas Department of Insurance.

Client Listing

AMI's Client Listing

AMI specializes in self-insurance programs, loss reserving analysis, alternative risk financing analysis, statistical analysis, and rate reviews. AMI has performed loss reserves calculations, rate reviews, and risk management consultancy services for entities that include the following:

Counties:

- Miami-Dade County, FL
- Orange County, FL
- Osceola County, FL
- Palm Beach County, FL
- Collier County, FL
- Leon County, FL
- Anne Arundel County, MD
- Montgomery County, MD
- Bay County, MI
- Baltimore County, MD
- Washoe County, NV
- St. Louis County, MO
- Rockingham County, NH

Cities:

- Thousand Oaks, CA
- San Antonio, TX
- Key West, FL
- Boca Raton, FL
- Boise, ID
- Chesapeake, VA
- Coral Gables, FL
- Coral Springs, FL
- Dover, DE
- Dover, NH
- Hialeah, FL
- Hollywood, FL
- Baltimore, MD
- Bridgeport, CT
- Miami Beach, FL
- Kissimmee, FL
- Lubbock, TX
- North Miami Beach, FL
- Pompano Beach
- Riviera Beach, FL
- Sparks, NV
- Tamarac, FL
- St. Petersburg, FL

State Insurance Departments:

- Maine
- Missouri
- Florida
- California
- Michigan
- Maryland
- Ohio
- Vermont
- Oklahoma
- Texas
- Pennsylvania
- Oregon
- Virginia
- Wisconsin

Education:

- School Board of Broward County, FL
- School Board of Dade County, FL
- Collier County Public Schools , FL

State Funds:

- Arizona Industrial Commission Special Fund
- Colorado Subsequent Injury Fund
- Florida Self-Insurance Fund
- Florida Self-Insured Flood Program
- Florida Special Disability Trust Fund
- Maine Workers' Compensation Self-Insurance Fund
- Maryland Insurance Trust Fund
- Montana Self-Insurance Fund
- Wisconsin Self-Insurance Fund
- Wisconsin Health Care Liability Insurance Plan
- Wisconsin Injured Patients and Families Compensation Fund
- Wisconsin Local Government Property Insurance Fund

Districts and Authorities:

- Alameda– Contra Costa Transit Dist., CA
- Newark Housing Authority, NJ
- Hampton Roads Transit , VA
- Jacksonville Transportation Authority, FL
- Massachusetts Port Authority, MA
- New Jersey Turnpike Authority, NJ
- Lake Worth Drainage District , FL
- South FL Water Management , FL
- Suffolk County Water Authority, NY

Insurance Companies:

- Agrinational Insurance Co. (VT)
- AZ-Mont Insurance Company (VT)
- Blair Int'l Insurance Co. (Cayman)
- Capital City Insurance Co. (SC)
- GK Insurance Company (VT)
- Safe Insurance Company (WV)
- United Insurance Company - R-Pool and Nexus Treaties (BWI)

Private Companies

- Public Services of New Hampshire
- United Church of Christ Retirement Community, Inc. (NH)
- Applied Industrial Technologies (OH)
- Blue Cross Blue Shield of Florida
- Burger King Corporation (FL)
- Companion Assurance Co. (US VI)
- Florida Power & Light Corp.
- McDonald's Corporation (IL)
- Performance Food Group (VA)

AMI's Project Team

Organization Chart

Project Director & Peer Reviewer -
Aguedo Ingco, FCAS, MAAA, CPCU, ARM

Aguedo will be responsible for coordinating all the appropriate resources of AMI for an effective and efficient execution of the required tasks. He is the President and the Lead Actuary of AMI. *He will lead the engagement team and will directly supervise all services to be performed.* He has estimated and certified loss reserves for various state funds, municipalities, self-insurance programs, captive insurance companies, and associations. He has performed allocation of the cost of risk and other risk management consultancy services for various entities. He will also perform the peer review for this engagement. He will check the appropriateness of the methods, assumptions and selections we will use in our calculations.

Technical Manager - Gail Flannery, FCAS, MAAA

Gail will act as the technical manager for this engagement. She will help in developing an effective strategy and approach for this engagement. She will work closely with the City's contacts. She has worked extensively in the ratemaking and reserving of property and casualty lines of insurance. She has more than 20 years of first-hand experience performing actuarial services for AMI's self-insured clients. *Most services for the City will be performed by her or will be under her direct supervision.*

Actuarial Analysts

AMI has several Actuarial Analysts who will perform some of the actuarial calculations that may need to be done. They have been actively providing actuarial support and assistance in our engagements with several counties, cities, self-insurance funds, state insurance departments, and insurance companies regarding review of loss reserves and rate settings. They have passed several actuarial exams for the actuarial society.

Aguedo Ingco, FCAS, MAAA, CPCU, ARM

Professional and Business Experience

Mr. Aguedo Ingco, who will be the **Project Director and Peer Reviewer** for this engagement, is a Fellow of the Casualty Actuarial Society (FCAS), Member of the American Academy of Actuaries (MAAA), a Chartered Property Casualty Underwriter (CPCU), and an Associate in Risk Management (ARM). His expertise is in estimating and analyzing loss reserves for government and non-government entities. *He has demonstrated working knowledge and understanding of self-insured programs and compliance of GASB 10 requirements.* He has first hand experience in the evaluation and assessment of the reserving practices of governmental entities. He has audited the reserves of various State Funds. He has also performed insurance effectiveness and claims administrative reviews. *He has extensive experience in developing self-insurance funding requirements for such lines of business as workers' compensation, automobile liability, general liability, auto physical damage, property losses, etc.*

Education and Professional Certifications

B.S. Mathematics and Physics
United States Naval Academy
Annapolis, MD

Fellow, Casualty Actuarial Society
(FCAS)

Member, American Academy of Actuaries
(MAAA)

Chartered Property Casualty Underwriter
(CPCU)

Associate in Risk Management
(ARM)

Member, South Florida Chapter of the CPCU

Professional and Business History

- **AMI Risk Consultants, Inc., Miami, FL**
  1992 to Present: President and Consulting Actuary. Currently provides actuarial and risk management consulting services to self-insurance funds, insurance regulators, and captive insurance companies.

- **Price Waterhouse, Miami, FL**
  1984-1992: Actuary and Director. For eight years, provided actuarial support and assistance regarding audits of and consulting services for insurance companies, Workers' Compensation State Funds, HMO's, and other self-insurance funds.

- **Booke & Co. (McNeary Risk Management) Charlotte, NC**
  1981-1984: Vice President and Actuary. Performed rate filings, loss reserve reviews, and certifications. Developed medical malpractice insurance rates for several State Medical Association sponsored medical malpractice companies.

- **Fireman's Fund Insurance Co., San Francisco, CA**
  1978-1981: Associate Actuary. Developed Commercial and Personal Auto rates for the Company.

- **American International Group Insurance, New York, NY**
  1974-1978: Assistant Actuary.

Gail Flannery, FCAS, MAAA

Professional and Business Experience

Ms. Gail Flannery who will act as the **technical manager** for this engagement, has worked extensively in property/casualty insurance ratemaking and reserving for over 40 years. Before joining AMI in 1997, she was Vice President and Actuary for American Bankers Insurance Group. She was responsible for the ratemaking and rate filing support for American Bankers' products in various states. She also supervised statistical reporting for over ten years. She has expertise in estimating and analyzing loss reserves for government and non-government entities. As the Technical Manager for most of the projects of AMI, she has demonstrated working knowledge and understanding of self-insured programs and compliance of GASB 10 requirements.

Education and Professional Certifications

- **M.S. Statistics**
  Florida State University
  Tallahassee, FL

- **B.A. Mathematics**
  Hollins College
  Roanoke, VA

- **Fellow, Casualty Actuarial Society** (FCAS)

- **Member, American Academy of Actuaries** (MAAA)

Professional and Business History

- **AMI Risk Consultants, Inc., Miami, FL**
  1997 to Present: Actuarial Consultant. Acts as Technical Manager for most of the current actuarial consulting work of AMI.

- **American Bankers Insurance Group, Miami, FL**
  1992-1996: Vice President and Actuary. Responsible for 20 actuaries, actuarial students, and statistical reporting staff. Provided ratemaking and reserving support to American Bankers Insurance Company and six P&C subsidiaries (three Foreign). Rendered reserve opinions for nine companies. Prepared annual business plan.

- 1980-1991: Actuarial Analyst/Senior Actuarial Assistant/Assistant Actuary. Progressive responsibilities over the years including the following: rate reviews and rate filing support of specialty products, including Automobile Liability, Auto Warranty, Force-Placed Auto/ Antique, and Collectible Auto. Proposed rates and rating plans. Filed rates. Wrote system specifications to capture necessary data and to alter statistical calls to include product. Set quarterly reserves for all product lines. Wrote and maintained loss reserving software used from 1981-1995.

- 1978-1979: Project Team Member. Part of a four-member "user team" that tested "Policy Management System" (PMS) software. Designed statistical coding for 25 insurance products. Assisted with conversion of in-force policies and open claims to new system.

- **Florida Department of Commerce, FL**
  1976-1978: Labor Market Analyst. Conducted employer surveys.

SERVICES AGREEMENT

Workers Compensation Actuarial Study

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2022, by and between the CITY OF COCOA, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and AMI Risk Consultants, Inc. with its principal place of business located at 1336 SW 146th Court, Miami FL 33184, hereinafter referred to as "SERVICE PROVIDER".

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain actuarial services related to its workers compensation fund; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will perform a yearly actuarial study of the CITY's Workers Compensation Fund, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, generally referred to as "Services" herein. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to

complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to perform requested services at it own place of work. SERVICE If it becomes neccessary to report to a CITY facility, PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. However, SERVICE PROVIDER shall be required to submit a completed study once each year for the Term of this Agreement as established in the Scope of Services per **EXHIBIT "A."** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITYs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated through a lump-sum payment at the completion of services provided to the CITY as set forth in **EXHIBIT "B,"** which is SERVICE PROVIDER's Response to RFQ CS-22-02-COC. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The agreement will commence on October 1, 2022 and shall be active for 3 years, expiring on September 30. 2025. The agreement may be renewed for two (2) additional one year periods upon mutual agreement of the Parties and upon the same terms described herein. The CITY's City Manager may exercise this renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the

CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER 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 SERVICE PROVIDER 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 under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent 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 SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

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

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform

the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER 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. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER 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 copies of the public records be transferred, the SERVICE PROVIDER 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 public 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 SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER 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 SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. 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 SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER 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 any time. 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 SERVICE PROVIDER, 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 SERVICE PROVIDER.

C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER 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

SECTION TEN
INSURANCE

During the term of this Agreement if at any time SERVICE PROVIDER is to physically report to work within a CITY facility, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

b. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:
AMI Risk Consultants, Inc.
1336 SW 146th Court,
Miami FL 33184
Att'n: Aguedo Ingco

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.

SECTION TWELVE
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER 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.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER 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.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER 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.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal..

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. 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. SERVICE PROVIDER 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.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and

responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

13. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER'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; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

14. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

15. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be

published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

16. By signing this Agreement, Service Provider certifies that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

    B. Have not, within the preceding five-year period, 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 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 or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

    D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

    Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

17. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

    A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

    B. This Agreement;

    C. Exhibits to this Agreement.

    Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

18. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

19. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

20. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER: AMI Risk Consultants, Inc.

_____

Printed Name: Aguedo M. Ingco

Title: President

Date: September 21, 2022

CITY OF COCOA:

_____

Stockton Whitten, City Manager

Date: _____

ATTEST:

_____

Carie Shealy, City Clerk, MMC

EXHIBIT A

SCOPE OF SERVICES

Actuary to perform a yearly study of its local Self-Insurance Program Workers' Compensation Fund. The SERVICE PROVIDER shall provide a study which services two main purposes:

1. Estimate the recommended funding levels as of September 30th for the expiring fiscal year, for Workers' Compensation self-insured claims to comply with the Governmental Accounting Standards Board Statement Number 10 (GASB-10). Funding requirements should be based on both a discounted and undiscounted basis. Funding requirements should be developed at the 50%, 75% and 90% confidence levels.
2. Estimate the anticipated funding level requirements for the next five fiscal years.

The recommended funding levels shall contemplate retained losses and include allocated loss adjustment expense as well as incurred but not reported (IBNR) claims, credit for future investment income, and margins for adverse results. Administrative costs of the program will not be included.

The actuarial study shall include an executive summary, briefly outlining the purpose, conclusions, and limitations of the study. The body of the study shall include an explanation of the approaches used in formulating the calculations. These calculations shall be represented using graphs wherever possible. Exhibits shall explain in detail how the recommended funding levels were determined and shall be include explanations written for the layperson wherever possible.

EXHIBIT B

SERVICE PROVIDERS RESPONSE

City of Cocoa CS22-02-COC : Workers Compensation Actuarial Study			AMI Risk Consultants, Inc. 1336 SW 146th Court Miami, FL 33184 Aguedo Ingco Phone: 305 2731589 Fax: 702 3590926 bobingco@amirisk.com		
Item #	**Quantity**	**Unit of Measure**	**Vendor Item**	**Unit Price/ Percent**	**Extended Price/ Percent**
1	1	year	**Description:** Actuarial Study of City of Cocoa Workers' Compensation Fund for each Fiscal Year (October 1st - September 30th) as specified herein	$2,500.00	$2,500.00
				Total Per Year	$2,500.00

Legislation Details (With Text)

File #:	22-561	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Public Hearing	
File created:	9/14/2022		**In control:**	City Council	
On agenda:	9/27/2022		**Final action:**		
Title:	Approve Resolution 2022-089 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023, which represents an increase of 7.79% over the rolled-back rate of 5.9866. Approve Resolution 2022-090 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Adopting the Final Millage Rate 2022-089.pdf Resolution Adopting the Final Budget 2022-090.pdf FY23 -All Appropriated Funds.pdf Classification - Pay Grade FY 2023 .pdf Classification - Pay Grade FY 2023 Public Safety .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2022
Agenda Date: September 27, 2022
Prepared By: Colleen Campbell, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Approve Resolution 2022-089 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023, which represents an increase of 7.79% over the rolled-back rate of 5.9866.

Approve Resolution 2022-090 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023.

BACKGROUND:

Resolution Adopting the Final Millage Rate

In accordance with Florida Statute 200.065, the City of Cocoa held a public hearing on September 13, 2022, at which time a tentative millage rate was set (Resolution 2022-087). Pursuant to this state statute, a public hearing must be held to adopt a final millage rate to fund the final budget for Fiscal Year 2023. On September 27th, 2022 the City of Cocoa will hold a final public hearing. At this

hearing, the City Cocoa City Council must publicly announce the percent of change by which the recomputed final millage rate exceeds the rolled-back rate computed pursuant to Florida Statutes 200.065(1). The tentative millage rate of 6.4532 voted by City Council on September 13, 2022, represents an increase of 7.79% over the rolled-back rate of 5.9866.

Resolution Adopting the Final Budget
In accordance with Florida Statue 200.065, upon holding a public hearing tentatively adopting a proposed millage rate, the City Council must adopt a tentative budget for Fiscal Year 2023, which commences on October 1, 2022 and ends September 30, 2023. On September 13, 2022, a tentative Budget (Resolution 2022-088) was adopted.

Proposed expenditures in the tentative budget including all funds, total $165,208,871. The budgeted amounts for the three major funds are as follows: the proposed General Fund budget is $44,830,718: the proposed Water/Sewer budget is $82,826,373 and the proposed Stormwater budget is $2,192,854. Ad Valorem proceeds included in the tentative budget are budgeted at 95% of the current year gross taxable value for operating purposes of $1,376,480,690, which equals $8,438,570.

FY2023 is inclusive of a new Department, Economic Development, previously budgeted in the City Manager's Office. Also included in the FY2023 Budget, are the pay plans/pay ranges for each position (attached).

STRATEGIC PLAN CONNECTION:

To provide for transparency during the Truth in Millage (TRIM) and Budget process for accountability to the tax payers of the City of Cocoa. Through the strategic planning process, the City committed to developing a financially sustainable revenue base to support and deliver high quality municipal services.

BUDGETARY IMPACT:

The proposed final millage rate of 6.4532 is projected to generate proceeds of $8,438,570. This projection is an increase of $789,215 over the prior year budgeted ad valorem proceeds.

PREVIOUS ACTION:

At a Public Hearing on September 13, 2022, the City Council adopted a tentative millage rate with Resolution 2022-087 and a tentative budget with Resolution 2022-088.

RECOMMENDED MOTION:

Approve Resolution 2022-089 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023, which represents an increase of 7.79% over the rolled-back rate of 5.9866.

Approve Resolution 2022-090 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023.

RESOLUTION NO. 2022-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022, ANNOUNCING THE PERCENTAGE BY WHICH THE FINAL MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with *Florida Statute 200.065,* the City of Cocoa, Florida, held a public hearing on July 26, 2022, whereby a proposed tentative millage rate was established and the date, time, and place of a public hearing to consider the proposed millage was set; and

WHEREAS, *Florida Statute 200.065* requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed millage rate, of its rolled-back rate, and of the dates, time and place at which public hearings will be held to consider the proposed millage rate and tentative budget; and

WHEREAS, pursuant to this same statute a public hearing was held on September 13, 2022, for the purpose of adopting a tentative millage rate and a tentative budget for Fiscal Year 2022-2023; and

WHEREAS, the City of Cocoa has made any necessary recalculations to the tentative millage rate and tentative budget and desires to adopt the final millage rate, and announce the percentage by which the final millage rate exceeds the rolled-back rate, in accordance with this Resolution, which the City Council hereby deems in the best interests of the citizens of Cocoa.

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

SECTION 1. The Cocoa City Council adopts a final millage rate of 6.4532 for the Fiscal Year 2022-2023, which commences October 1, 2022, and ends September 30, 2023. The millage rate of 6.4532 represents 7.79% increase over the percent of change, of the rolled back rate of 5.9866.

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

SECTION 3. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Public Hearing assembled on the 27th day of September 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2022-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING A FINAL BUDGET FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with *Florida Statute 200.065,* the City of Cocoa, Florida, held a public hearing on July 26, 2022, whereby a proposed tentative millage rate was adopted; and

WHEREAS, pursuant to this same statute a public hearing was held on September 13, 2022, for purposes of adopting a tentative millage rate and tentative budget for Fiscal Year 2022-2023; and

WHEREAS, the City of Cocoa City Council desires to adopt a final budget for Fiscal Year 2022-2023.

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

SECTION 1. Having adopted a final millage rate of 6.4532 for the City of Cocoa Fiscal Year 2022-2023, the City Council hereby adopts a final budget as may be amended for Fiscal Year 2022-2023, which commences October 1, 2022, and ends September 30, 2023.

SECTION 2. Proposed expenditures in the final budget total $165,208,871 Ad Valorem proceeds included in the tentative budget are budgeted for operating purposes at 95% ($8,438,570) of the current year gross taxable value of $1,376,480,690.

SECTION 3. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Public Hearing assembled on the 27th day of September, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

EXPENDITURES BY OBJECT CATEGORY SUMMARY - BY FUND

ALL APPROPRIATED FUNDS

Fund / Division	FY 2023 Personnel	FY 2023 Operating	FY 2023 Capital	FY 2023 Grants & Aides	FY 2023 Other	Total
General Fund:						
Police	10,443,471	1,425,219	252,216	-	-	**12,120,906**
Public Works	3,225,553	5,724,130	341,000	-		**9,290,683**
Fire	6,093,218	1,081,658	110,600	-		**7,285,476**
General Operations	817,855	2,735,448	-	1,295,020	1,442,101	**6,290,424**
Finance General Accounting	3,096,937	822,032	-	-	-	**3,918,969**
Information Technology	972,414	1,433,101	95,000	-	-	**2,500,515**
City Manager Office	1,168,778	106,845	-	-	-	**1,275,623**
Administrative Services	984,695	60,075	-	-	-	**1,044,770**
Economic Development	580,673	84,997	-	12,500	-	**678,170**
Community Development	206,577	13,716	-	-	-	**220,293**
City Council	121,467	83,422	-	-	-	**204,889**
General Operations/Emergency Disaster	-	-	-	-	-	**-**
GENERAL FUND TOTAL	**27,711,638**	**13,570,643**	**798,816**	**1,307,520**	**1,442,101**	**44,830,718**
Water Sewer	**19,201,399**	**21,880,846**	**2,668,410**	**1,200**	**39,074,518**	**82,826,373**
Stormwater	**673,366**	**1,221,866**	**-**	**-**	**297,622**	**2,192,854**
CDBG	**22,079**	**21,572**	**-**	**23,347**	**101,169**	**168,167**
Brevard County Home	**5,863**	**364,610**	**-**	**76,480**	**-**	**446,953**
SHIP/COCOA Housing Trust	**16,906**	**9,386**	**-**	**170,025**	**-**	**196,317**
Building Permits	**549,558**	**122,597**	**-**	**-**	**-**	**672,155**
SEC 108 Loan Guarentee	**-**	**-**	**-**	**-**	**101,169**	**101,169**
CRA Cocoa	**72,837**	**492,484**	**2,350,000**	**50,000**	**222,800**	**3,188,121**
CRA Diamond Square 626	**30,327**	**214,522**	**150,000**	**206,000**	**-**	**600,849**
Police Special Education	**-**	**3,000**	**-**	**-**	**-**	**3,000**
Debt Service	**-**	**-**	**-**	**-**	**1,442,101**	**1,442,101**
Water/Sewer Impact Fee	**-**	**-**	**-**	**-**	**2,230,000**	**2,230,000**
Renewal & Replace	**-**	**-**	**15,576,000**	**-**	**-**	**15,576,000**
W/S Restricted Assets	**-**	**-**	**-**	**-**	**9,358,915**	**9,358,915**
Workers Compensation	**1,054,879**	**320,300**	**-**	**-**	**-**	**1,375,179**
TOTAL OF ALL FUNDS	**$49,338,852**	**$38,221,826**	**$21,543,226**	**$1,834,572**	**$54,270,395**	**$165,208,871**

CLASSIFICATION / PAY GRADE SCHEDULE FOR FISCAL YEAR 2023
GENERAL

GRADE	EXEMPT/ NON-EXEMPT	POSITION	MINIMUM	MIDPOINT	MAXIMUM
GH1	N	School Crossing Guard (Part Time)	$ 23,712	$ 30,826	$ 37,939
LU2	N	Custodial Worker	$ 28,080	$ 36,504	$ 44,928
GH3	N	Facilities Attendant	$ 30,326	$ 39,426	$ 48,526
GH4	N	Administrative Assistant	$ 32,760	$ 42,588	$ 52,416
	N	Community Services Technician			
	N	Engineering Intern			
	N	Human Resources Intern (Temporary PT)			
	N	Police Records Clerk			
	N	Receptionist			
	N	Recording Secretary			
	N	Records Technician			
LU4	N	Stock Clerk	$ 32,760	$ 42,588	$ 52,416
GH5	N	Accounts Payable Clerk	$ 35,381	$ 45,999	$ 56,618
	N	Administrative Secretary			
	N	Customer Service Technician			
	N	Engineering Representative			
	N	License & Permit Technician			
	N	Office Assistant			
	N	Utility Billing Clerk			
LU5	N	Apprentice Electrician	$ 35,381	$ 45,999	$ 56,618
	N	Customer Service Representative			
	N	Maintenance Worker I			
	N	Meter Reader			
	N	Meter Technician			
	N	Senior Stock Clerk			
	N	Utility Field Service Representative			
GH6	N	Booking Officer (Part Time)	$ 38,210	$ 49,681	$ 61,152
	N	Contract Technician			
	N	Senior Accounts Payable Clerk			
	N	Victims Advocate			
LU6	N	Back-Flow Technician	$ 38,210	$ 49,681	$ 61,152
	N	Electrician II			
	N	Maintenance Worker II			
	N	Mechanic I			
	N	Utility Line Locator			
	N	Utility Mechanic I			
	N	Valve Operator			
GH7	N	Code Enforcement Officer	$ 41,267	$ 53,654	$ 66,040
	N	Environmental Control Coordinator			
	N	Field Inspector			
	N	Field Operations Technician			
	N	Field Service Inventory Technician			
	N	Help Desk Support Technician			
	N	Police Evidence Technician			
	N	Police Officer Trainee			
	N	Senior Customer Service Representative			
	N	Senior Field Service Representative			
	N	Senior Utilities Field Service Representative			
	N	Utility Accounting Technician			
	N	Water Plant Technician			
LU7	N	Heavy Equipment Operator	$ 41,267	$ 53,654	$ 66,040
	N	Industrial Electrician I			
	N	Sludge Equipment Operator			
GH8	N	Code Enforcement Coordinator	$ 44,574	$ 57,949	$ 71,323
	N	Crime Scene Technician			
	N	Field Inspector II			
	N	Human Resources Technician			
LU8	N	Apprentice Operator	$ 44,574	$ 57,949	$ 71,323
	N	Crewleader			

GRADE	EXEMPT/ NON-EXEMPT	POSITION	MINIMUM	MIDPOINT	MAXIMUM
	N	Environmental Analyst I			
	N	Fleet Technician II			
	N	Maintenance Worker III			
	N	Mechanic II			
	N	Senior Back-Flow Technician			
	N	Utility Mechanic II			
GH9	N	Asset Management Coordinator	$ 48,131	$ 62,577	$ 77,022
	N	Assistant City Clerk			
	N	Development Coordinator			
	N	Executive Secretary			
	N	Fire Inspector			
	N	Housing Program Coordinator			
	N	Junior Staff Accountant			
	N	Junior Buyer & Contract Specialist			
	N	Leisure Services Coordinator			
	N	Payroll Specialist			
	N	Utilities GIS/CAD Technician			
GE9	Y	Conservation & Public Relations Officer	$ 48,131	$ 62,577	$ 77,022
	Y	Criminal Intelligence Analyst			
	Y	Redevelopment Coordinator			
	Y	Victim Advocate Coordinator			
LU9	N	Certified Operator "C" Lead	$ 48,131	$ 62,577	$ 77,022
	N	Certified Operator "C" License			
	N	Electrician II			
GH10	N	Grounds Maintenance Supervisor	$ 51,979	$ 67,579	$ 83,179
	N	Leisure Services Supervisor			
	N	Park & Right of Way Supervisor			
	N	Plans Examiner			
	N	Supervisor II			
GE10	Y	Fiscal Analyst - Budget	$ 51,979	$ 67,579	$ 83,179
	Y	Grant Writer-Economic Development Specialist			
	Y	Jr. Network Administrator			
	Y	Jr. Systems Administrator			
	Y	Planner			
	Y	Public Information Coordinator			
	Y	Systems Analyst			
	Y	Utilities GIS Coordinator			
LU10	N	Certified Operator "B" Lead	$ 51,979	$ 67,579	$ 83,179
	N	Certified Operator "B" License			
	N	Industrial Electrician II			
	N	Instrumentation Technician			
GH11	N	Building Inspector	$ 56,139	$ 72,987	$ 89,835
	N	SCADA Analyst I			
	N	Supervisor III			
GE11	Y	Customer Service Supervisor	$ 56,139	$ 72,987	$ 89,835
	Y	Economic Development Specialist			
	Y	Field Services Supervisor			
	Y	Inspection Supervisor			
	Y	Planning GIS Specialist			
	Y	Senior Buyer & Contracts Agent			
	Y	Staff Accountant			
	Y	Staff Accountant - Bank/Treasury			
	Y	Staff Accountant - Grant			
	Y	Support Service Supervisor			
	Y	Systems Administrator			
	Y	Utility Billing Supervisor			
	Y	Human Resources Coordinator			
LU11	N	Certified Operator "A" Lead	$ 56,139	$ 72,987	$ 89,835
	N	Certified Operator "A" License			
	N	Environmental Analyst II			
GH12	N	Electrical Maintenance Supervisor	$ 60,632	$ 78,832	$ 97,032
	N	SCADA Analyst II			
GE12	Y	Accounting Supervisor	$ 60,632	$ 78,832	$ 97,032
	Y	Assistant Sewer Field Operations Manager			
	Y	Assistant to the Building Official / Building Inspector			
	Y	Assistant Water Field Operations Manager			
	Y	Chief of Maintenance			

GRADE	EXEMPT/ NON-EXEMPT	POSITION	MINIMUM	MIDPOINT	MAXIMUM
	Y	Chief Operator			
	Y	Chief Operator Wastewater			
	Y	GIS Administrator			
	Y	Housing Program Manager			
	Y	Public Information Officer			
	Y	Safety & Risk Program Manager			
	Y	Senior Budget Analyst			
	Y	Senior Planner			
	Y	Senior Staff Accountant			
	Y	Technical Services Supervisor			
GE13	Y	Code Enforcement Manager	$ 65,478	$ 85,134	$ 104,790
	Y	Engineering Supervisor			
		Housing Program Manager			
	Y	Leisure Services Manager			
	Y	Parks, Project & ROW Manager			
	Y	Utilities Associate Engineer I			
	Y	Water Quality Laboratory Manager			
GE14	Y	Accounting Manager	$ 70,720	$ 91,946	$ 113,173
	Y	Assistant to the City Manager / Public Information Officer			
	Y	Dyal Plant Manager			
	Y	Facilities Manager			
	Y	Fleet Manager			
	Y	Human Resources Manager			
	Y	Planning & Zoning Manager			
	Y	Police Lieutenant (IA)			
	Y	Purchasing / Contract Manager			
	Y	Senior Network & Security Administrator			
	Y	Streets / Stormwater Manager			
	Y	Utilities Associate Engineer II			
	Y	Utility Customer Service Manager			
	Y	Utilities Support Services Manager			
GE15	Y	City Clerk	$ 76,378	$ 99,299	$ 122,221
	Y	Field Operations Manager			
	Y	Superintendent			
	Y	Utilities Associate Engineer III			
	Y	Water Treatment Manager			
GE16	Y	Assistant City Engineer	$ 82,493	$ 107,245	$ 131,997
	Y	Assistant Utilities Director			
	Y	Building Official			
	Y	Deputy Finance Director			
	Y	Deputy Fire Chief			
	Y	Police Commander			
	Y	Utilities Senior Engineer			
GE17	Y	Administrative Services Director	$ 94,869	$ 123,334	$ 151,798
	Y	Chief Technology Officer			
	Y	Community Services Director / Planning & Zoning			
	Y	Economic & Growth Development Director			
	Y	Engineering Division Manager			
	Y	Finance Director			
	Y	Fire Chief			
	Y	Police Chief			
	Y	Public Works Director / City Engineer			
GE18	Y	Asst City Manager for Performance & Strategic Initiatives	$ 109,096	$ 141,835	$ 174,574
	Y	Deputy Director Utilities			
GE19	Y	Utilities Director	$ 125,466	$ 163,114	$ 200,762
CC1	Y	Mayor	$ 6,600	$ 6,600	$ 6,600
	Y	Council Member			
			*Contract Employee		
CM1	Y	City Manager			

LU = LIUNA Union
GE = General Exempt Employees
GH = General Nonexempt Employees

CLASSIFICATION / PAY GRADE SCHEDULE
FOR FISCAL YEAR 2023 PUBLIC SAFETY

GRADE	EXEMPT/ NON-EXEMPT	PUBLIC SAFETY	MINIMUM	MIDPOINT	MAXIMUM
PN1	N	Dispatcher / Communication Officer P/T	$ 24,988	$ 33,055	$ 41,123
PU6	N	Dispatcher / Communication Officer	$ 34,466	$ 45,594	$ 56,722
FU8	N	Firefighter / EMT	$ 38,116	$ 52,208	$ 66,300
PU9	N	Police Officer	$ 45,074	$ 57,793	$ 70,512
FU9	N	Driver / Operator	$ 46,488	$ 58,045	$ 69,602
FU12	N	Fire Lieutenant / EMT	$ 57,954	$ 70,382	$ 82,810
PU12	N	Police Sergeant	$ 60,091	$ 76,606	$ 93,122
TU1	Y	District Fire Chief	$ 67,340	$ 87,542	$ 107,744
PL1	Y	Police Lieutenant	$ 76,606	$ 94,786	$ 112,965

PU = Police Union
PL = Police Lieutenant Union
FU = Fire Union
TU = Fire Lieutenant Union

Legislation Details (With Text)

File #:	22-570	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Public Hearing	
File created:	9/19/2022		**In control:**	City Council	
On agenda:	9/27/2022		**Final action:**		
Title:	ORDINANCE NO. 13-2022/ FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION. (Public Works Director/Interim Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 13-2022 - Repealing Article XX Planning Fees Legal Ad P&Z Fees.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2022
Agenda Date: September 27, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth & Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

BACKGROUND:

The City is authorized by law to establish fee schedules for planning and zoning related applications. Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa currently provides for a schedule of fees to be paid to the City upon receipt of planning and zoning related applications, which has not been updated since 2003. During the 2023 Budget Hearings, City Council has expressed its support to update the fee schedule in order to assist the City in defraying a portion of the costs and administrative expenses incurred by the City in the administration and enforcement of planning and zoning regulations.

The proposed ordinance would repeal the existing planning and zoning application fees in Article XX of the Zoning Ordinance of the City and provide that future planning and zoning application fees will be adopted by resolution, which is consistent with the manner and procedure used by the City Council to adopt numerous other types of fees and fee schedules. Future adoption of fees by resolution allows the City to amend fee schedules more efficiently and with less cost to the City.

This is the first reading of the subject Ordinance. The proposed resolution and new planning and zoning application fees will be presented to the City Council following Second Reading of this Ordinance..

STRATEGIC PLAN CONNECTION:

Enhance efforts to make the City of Cocoa a thriving and competitive economic driver along the Space Coast.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning and Zoning Board recommended the requested action for approval to the City Council at the September 7, 2022, Planning and Zoning Board Meeting.

RECOMMENDED MOTION:

APPROVE ON FIRST READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION.

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ORDINANCE NO. 13-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, under its broad exercise of home rule powers established by section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes, the City Council of the City of Cocoa, Florida, is authorized to establish fee schedules; and

WHEREAS, the City Council also has express statutory authority to establish appropriate user charges and fees which are necessary for the conduct of municipal government, See § 166.201, Fla. Stat.; and

WHEREAS, Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa provides for a fee schedule of fees to be paid to the City upon receipt of planning and zoning related applications; and

WHEREAS, it is necessary for the City Council to update the fee schedule in order to assist the City in defraying a portion of the costs and administrative expenses incurred by the City in the administration and enforcement of planning and zoning regulations; and

WHEREAS, the City Council hereby intends to repeal Appendix A, Zoning, Article XX of the Zoning Ordinance of the City of Cocoa and shall separately adopt by resolution future planning and zoning fees consistent with the manner and procedure used by the City Council to adopt numerous other types of fees and fee schedules for the City of Cocoa; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa and its citizens to adopt this Ordinance.

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

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with and pursuant to Section 2 (b), Art. VIII of the Florida Constitution, and Section 166.021, Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to repeal the existing Schedule of Fees, Charges, and Expenses related to planning and zoning applications and to provide that future adoption of and amendments to the planning and zoning fee schedule may be made by Resolution.

Section 4. **Repeal and Replace.** The City Council hereby repeals Appendix A, Zoning, Article XX. – Schedule of Fees, Charges, and Expenses in its entirety and replaces Section 1. – Schedule as follows:

ARTICLE XX. – SCHEDULE OF FEES, CHARGES AND EXPENSES

Sec. 1. – Schedule

The city council shall adopt by resolution a planning and zoning application fee schedule which itemizes all applicable fees and charges imposed to defray city costs and expenses related to implementing this ordinance.

Section 5. **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 6. **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 7. **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 the _____ day of _____, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

First Reading: _____
Legal Advertisement _____
Second Reading: _____

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005380128
Pymt Method Invoice
Net Amount 579.57

Run Times: 1

No. of Affidavits: 1

Run Dates: 08/23/22

Text of Ad:

AD#5380128 8/23/2022

CITY OF COCOA NOTICE OF PUBLIC HEARING, COMPREHENSIVE PLAN MAP AND ZONING MAP AND TEXT AMENDMENTS
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

1. PZ-20-0200003 – Arbours At Cocoa Landing – Large-Scale Site Plan Approval Extension CONSIDERATION OF AN EXTENSION OF THE DURATION OF SITE PLAN APPROVAL FOR THE ARBOURS AT COCOA LANDING LARGE SCALE SITE PLAN PREVIOUSLY APPROVED ON DECEMBER 15, 2020 TO DECEMBER 15, 2022.

2. PZ-21-0500001 – Small-Scale Comprehensive Plan Amendment (Dixon Four--Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

3. PZ-21-02100001 – Zoning Map Amendment (Dixon Four-Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATIION OF ONE (1) PARCEL OF REAL PROPERTY, APPROIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCBRIED ON EXHIBIT "A" ATTACHED HERETO; FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

4. PZ 22-00200003 – Large Scale Site Plan (Diamondback Marine Division)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (DIAMONDBACK MARINE DIVISION) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 19, M-2 ZONING, TO ALLOW FOR THE CONSTRUCTION OF TWO (2) INDUSTRIAL MANUFACTURING BUILDINGS TOTALING 210,000 SQUARE FEET IN TWO (2) PHASES AND ASSOCIATED INFRASTRUCTURE ON A ±29.25-ACRE SITE. PARCEL ID NUMBER: 24-35-12-00-506 FROM BREVARD COUNTY RECORDS.

5. PZ 22-00200001 – Large Scale Site Plan (Orchid Lake)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (ORCHID LAKE) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 5, RU-2-15, AND RESOLUTION

2022-032, TO ALLOW FOR THE CONSTRUCTION OF FOUR (4) APARTMENT BUILDINGS CONSISTING OF 90-UNITS OF AFFORDABLE MULTIFAMILY RENTAL HOUSING WITH RELATED FACILITIES AND ASSOCIATED INFRASTRUCTURE ON A ±7.63-ACRE SITE. PARCEL ID NUMBER: 24-36-20-00-289 FROM BREVARD COUNTY RECORDS.

6. Planning User Charges and Fee Ordinance –
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
September 7th, 2022
AT 6:00 P.M. OR SOON THEREAFTER

CITY COUNCIL PUBLIC HEARING ON ITEMS 2, 3, AND 6 ONLY WILL BE HELD ON
September 27, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Sandra Leone, City Planner, at (321) 433-8535 or sleone@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified

dence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Leone via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	22-580	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	9/21/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Consideration of Ordinance No. 12-2022/ First Reading: a citizen initiated Zoning Map amendment consistent with the requirements of Code of the City of Cocoa (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard County Parcel/ ID No. 24-36-21-BM-*5. (Public Works Director/Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 12-2022 - Rezoning Parcel on Dixon Blvd and Indian River Drive RE to RU-215.pdf Exhibit A Dixon Location Map.pdf Exhibit B Dixon Zoning Map.pdf Exhibit C Site Survey Concept.pdf Exhibit D Applicant Responses.pdf Florida Today Ad Receipt (1).pdf 500' buffer letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2022
Agenda Date: September 27, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth and Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of Ordinance 12-2022, a citizen initiated Zoning Map amendment consistent with the requirements of *Code of the City of Cocoa* (Code) Article XXI, Section 1, to change the zoning designation of a parcel of real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard County Parcel/ ID No. 24-36-21-BM-*5. First Reading.

BACKGROUND:

The subject property for this Zoning Map amendment is comprised of a .59-acre vacant parcel, owned by Carey Properties LLC. The parcel is located southeast of and adjacent to Dixon Boulevard, just west of its intersection with North Indian River Drive. A map depicting the location of the subject parcel is attached as Exhibit “A”.

Currently, the subject parcel has the City's Residential Estate zoning designation. The applicant is requesting to change the property's zoning to the City's RU-2-15 designation. Please see Exhibit "B" for a map depicting of zoning designations for the subject and surrounding properties. Exhibit "C" depicts the development currently proposed by the applicant for the property. However, should the City Council approve the accompanying Future Land Use Amendment and the rezoning, the applicant will be able to develop up to four dwelling units on the site in any manner compliant with City Code and the Comprehensive Plan.

Future Land Use Designation:	Current: Very Low Density Residential
	Proposed: Medium Density Residential)
Zoning District:	Current: Residential Estate
	Proposed: RU 2-15
Existing Land Use:	Vacant land
Council District:	District 2 - Councilmember Lavander Hearn

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Very Low Density Residential; Low Density Residential	RU-1-7; RU-2-15	Vacant, Multi-family
South	Very Low Density Residential	Residential Estates	Single-Family Residence
East	Very Low Density Residential	Residential Estates	Single-Family Residence
West	Very Low Density Residential	Residential Estates; RU-1-7	Vacant

I. Consistency with Code of the City of Cocoa

The Property Owner/Applicant are requesting a Zoning Map amendment to change the subject property zoning district from Residential Estates to RU-2-15.

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), the following shall be considered in the review of an application for a rezoning:

**

a. The proposed change is contrary to the established land use pattern.

Applicant Response: See Exhibit “D”.

Staff Finding: Staff finds that the zoning change will not be contrary to the established land use pattern. While surrounding properties are zoned Residential Estate and RU-1-7, nearly three (3) acres of land located across Dixon Boulevard is zoned RU-2-15 with a Medium Density Residential Future Land Use. On this Medium Density Residential property, an existing 52-unit apartment complex at 650 Dixon Boulevard already has largely defined the character of Dixon Boulevard in the vicinity. Given the density maximum of eight (8) dwelling units per acre, which results in a maximum of 4 units on the subject property, staff believes the Medium Density Residential designation will provide a coherent transition and appropriate buffer between the existing multi-family development on Dixon Boulevard and the estate single-family homes on Indian River Drive.

b. The proposed change would create an isolated district unrelated to nearby and adjacent districts.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed change would not create an isolated district unrelated to nearby and adjacent districts. The use would remain residential, and there is a property across from the subject one with the same zoning. Along nearby North Indian River Drive north of Dixon Boulevard, the properties have more intensive zoning (RU-1-7) than the subject property has at present. However, the eight (8) dwelling units per acre density maximum imposed for this subject property is consistent with the surrounding RU-1-7 properties, for which 7 dwelling units per acre is generally permitted.

c. The proposed change would materially alter the population land density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, street, access, etc.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the subject property consists of a .59-acre vacant parcel of land, and this zoning impact would not increase or overtax public facilities. Under the Future Land Use map amendment heard previously, the density the property would be allowed to develop at would be limited to eight (8) dwelling units per acre. Based on the property size, the applicant would be limited to four (4) dwelling units on his property, which is a net increase of only 3 units. All City departments required to review projects reviewed this one, and no comments were made regarding this proposal overtaxing services.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change. The district boundaries follow a common pattern in zoning.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: Subject to the adoption of the Future Land Use Map amendment for this property, staff finds that this petition will not be contrary to the Future Land Use Map or have an adverse effect on the Comprehensive Plan. The majority of properties on the northern (opposite) side of Dixon Boulevard have the same future land use classification. The subject property is also within one (1) block of U.S. 1, which has more intensive Commercial and Regional Activity Center future land uses.

Staff notes that the subject property is located within both the Coastal Planning Area and Coastal High Hazard Area, as identified in Maps M-IX-2 and CM-1 of the Comprehensive Plan, Coastal Management Element. While increases in density in the CHHA shall be “generally” discouraged in accordance with Policy 9.2.1.3, the proposed Future Land Use amendment to Medium Density Residential is proposed to be conditioned with an 8 dwelling units per acre maximum, which results in the availability of 4 units to be constructed on the property. A net increase of three units will have no impact upon hurricane evacuation times. The eight (8) dwelling unit per acre maximum is consistent with other Low Density Residential properties within the immediately vicinity, which are permitted 7 dwelling units per acre. In addition, staff notes that any future site plans and construction plans will need to conform to the City’s floodplain management regulations and will need to incorporate climate resilient development techniques as listed in Policy 9.2.2.2.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Applicant Response: See Exhibit “D”

Staff Finding: The proposed Future Land Use of Medium Density Residential will allow for a greater diversity of housing in the neighborhood and the City. With the increasing cost of rent, multi-family housing as infill on a smaller scale than the larger multi-family projects are more frequently being constructed and can increase the supply of more affordable rentals. Such smaller infill projects also serve to increase the diversity of housing for persons seeking an alternative to the large multi-family project commonly found today. Such infill projects can allow persons to have a greater sense of neighborhood.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed change will not adversely influence living

conditions in the neighborhood. The limitations on density placed on the property in the preceding Future Land Use Map amendment will ensure that development of the site will be in the proper scale for the neighborhood and limited to 4 dwelling units given the size of the property. This project will add to the neighborhood by increasing the housing opportunity and providing an opportunity for new residents.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect the public safety.

Applicant Response: See Exhibit "D"

Staff Finding: Staff finds that due to the minimal increase in density and the small size of the property, the proposed amendment will not create or excessively increase traffic congestion in the area. The property's proximity to North Indian River Drive and U.S. 1 will also reduce any traffic impacts on the area.

City staff has reviewed this petition, and did not find any concern with the amendment affecting the public safety. This project has not been found to create any impacts on the response time of emergency personnel.

i. Whether or not the proposed change will create a drainage problem.

Applicant Response: See Exhibit "D"

Staff Finding: Staff finds that the proposed change will not create a drainage problem. Staff from the Public Works Department has reviewed the petition, and raised no concerns with drainage. The rezoning from RE to RU-2-15 will allow for maximum lot coverage to increase from 20% under RE to 40% under RU 2-15. ("Lot coverage" means the percentage of the lot or parcel of land that is covered or occupied by all principal and accessory structures. Fences, driveways, swimming pools, pavers, and decks less than thirty (30) inches in height shall not be included in the computing of lot coverage.) In addition, with a change from Very Low Density Residential to Medium Density Residential, the maximum impervious surface ratio increases from .40 to .70. However, the applicant will be required to comply with stormwater level of service requirements at the time of site plan review. In addition, the additional condition that the density may only be increased to 8 dwelling units per acre should also have the practical result of decreasing lot coverage of the project. Finally, constraints regarding the placement of fill, structures, and accompanying compensatory storage in the floodplain likely will have the practical effect of reducing increased impervious surfaces on the property.

j. Whether or not the proposed change will seriously reduce light or air to adjacent areas.

Applicant Response: See Exhibit "D"

Staff Finding: Staff finds that the zoning intensity proposed by the zoning amendment will not be of a height or bulk scale to decrease air or light to the surrounding areas. Height restrictions of 35 feet apply in both the RE and RU-2-15 equally.

k. Whether or not the proposed change will adversely affect property values in the adjacent area.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed amendment will likely not adversely affect property values in the adjacent area. Rather, new buildings to enhance the older multi-family buildings in the area may serve to increase property values. Given the limited number of units that can be built with the density cap of eight (8) dwelling units per acre, staff does not anticipate any adverse effect to property values in the neighboring Residential Estate properties along North Indian River Drive.

l. Whether or not the proposed change will be detrimental to the improvement or development of adjacent property in accord with existing regulations.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed change will not be detrimental to the improvement or development of adjacent property. The street is currently largely undeveloped, and the development which does exist is generally two-story multi-family as proposed by the applicant. The area is currently largely undeveloped.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the proposed change will not constitute a grant of special privilege to the applicant as the amendment is consistent with the land use pattern along Dixon Boulevard. The project will also not be detrimental to the public welfare.

n. Whether or not there are substantial reasons why the property cannot be used in accord with the existing zoning.

Applicant Response: See Exhibit “D”

Staff Finding: Staff does not believe there is a substantial reason that the property cannot be used in accordance with the existing zoning of Residential Estate. However, the Applicant desires to build a four-plex that would not be possible under the existing zoning.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

Applicant Response: See Exhibit “D”

Staff Finding: Staff finds that the change suggested is not out of scale with the needs of the neighborhood. Existing development in the area is predominately small multi-family buildings or larger home along the Indian River.

p. Whether or not it is impossible to find other adequate sites in the City for the proposed use in

districts already permitting such uses.

Applicant Response: See Exhibit “D”

Staff Finding: Staff does not believe it would be impossible to find other adequate sites for development of multi-family uses. However, staff does not believe the requested rezoning is inconsistent with the surrounding land use pattern.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City’s Planning and Zoning Board held a public hearing on this request for a rezoning on September 7, 2022. Given that the Planning and Zoning Board recommended denial of the accompanying future land use amendment, the Board also recommended denial of the rezoning request. Absent approval of the future land use amendment to Medium Density Residential, the rezoning request to RU-2-15 would not be consistent with the City’s Comprehensive Plan.

RECOMMENDED MOTION:

Staff recommends that the City Council approve on first reading Ordinance 12-2022, an Official Zoning Map amendment consistent with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), for a citizen-initiated request to change the Official Zoning Map designation of a 0.59-acre parcel from “Residential Estate” (RE) to the Multiple Family Dwelling District (RU-2-15).

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ORDINANCE NO. 12-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City 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, 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.

Section 2. **Zoning Map Amendment.** The Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from RE (Residential Estate) to RU-2-15 (Multiple-Family Dwelling District) for the real property depicted and legally described on **Exhibit A,** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This ordinance shall become effective immediately upon the effective date of Ordinance No. 11-2022 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 11-2022 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2022.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

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

EXHIBIT A

Property Legal Description

DESCRIPTION OF TRACT "A":

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING A PORTION OF LOT 5 OF "ROBERT DIXON'S HOMESTEAD", RECORDED IN PLAT BOOK 1, PAGE 24 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

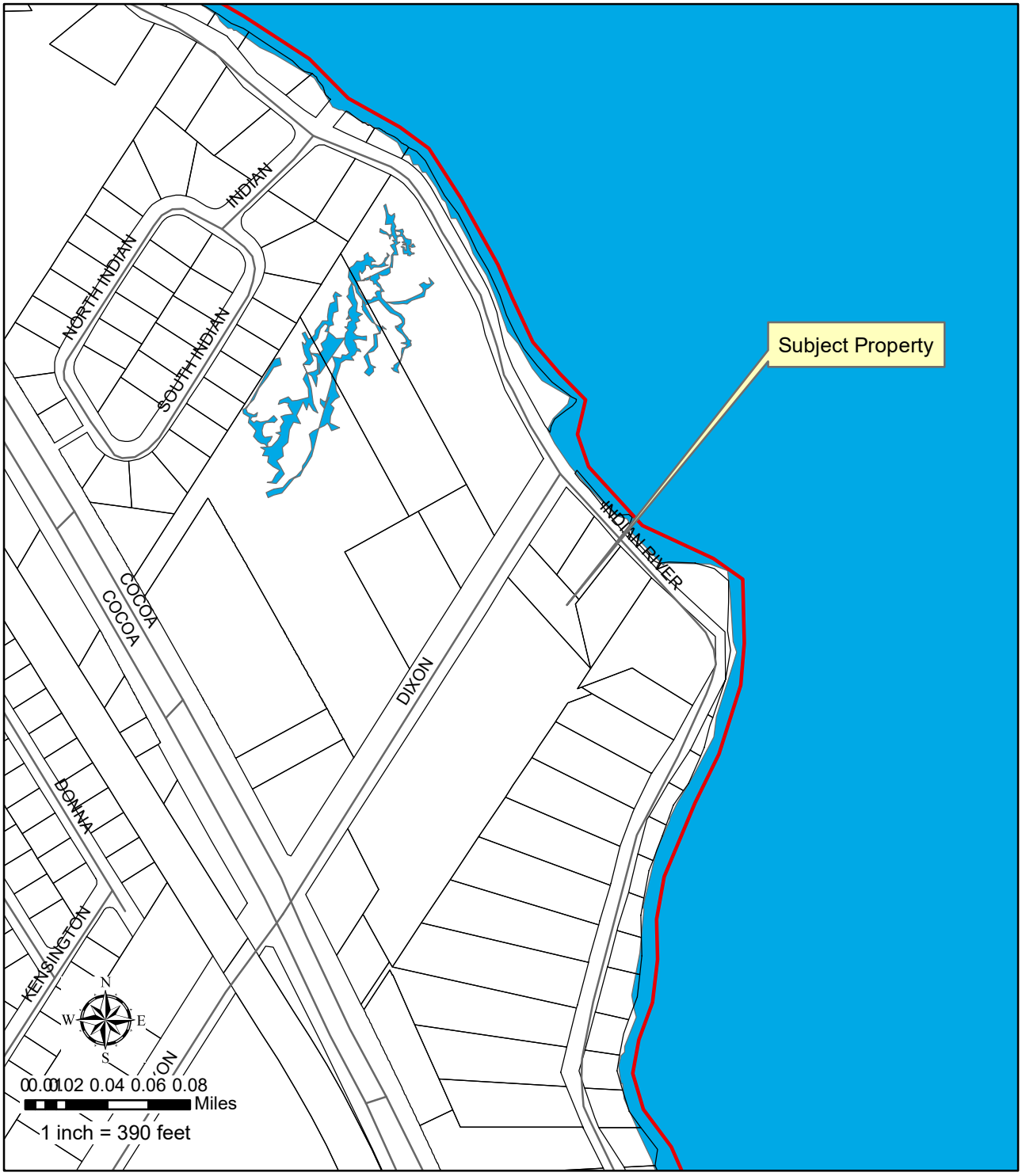
COMMENCE AT AN IRON MARKER (NO IDENTIFICATION) WHICH MONUMENTS THE SOUTHWEST CORNER OF LOT 18 OF "GEORGIA TERRACE", RECORDED IN PLAT BOOK 9, PAGE 38 OF SAID PUBLIC RECORDS, THENCE RUN N.34°00'00"E., ALONG THE NORTH LINE OF SAID "GEORGIA TERRACE" AND ALONG THE SOUTH LINE OF AFORESAID LOT 5 OF "ROBERT DIXON'S HOMESTEAD", A DISTANCE OF 104.92 FEET TO THE "POINT OF BEGINNING"; THENCE N.40°58'43"W., ALONG AN EAST LINE OF LANDS DESCRIBED IN O.R. 248, PAGE 345 OF SAID PUBLIC RECORDS, A DISTANCE OF 315.45 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DIXON'S BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY); THENCE N.34°05'17"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100 FEET; THENCE S.40°58'43"E., PARALLEL WITH THE AFORESAID EASTERLY LINE OF O.R. 248, PAGE 345, A DISTANCE OF 190.68 FEET; THENCE S.39°02'29"W., A DISTANCE OF 15.35 FEET; THENCE S.12°07'00"E., A DISTANCE OF 168.85 FEET TO THE "POINT OF BEGINNING"; CONTAINING 0.538 ACRES.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

And the west fifteen (15) feet of the adjacent parcel, identified as Tax Parcel ID 24-36-21-BM-*-5.12.

Exhibit "A" Location Map

Petition PZ-21-02100001, Dixon Four-Plex Future Land Use Amendment



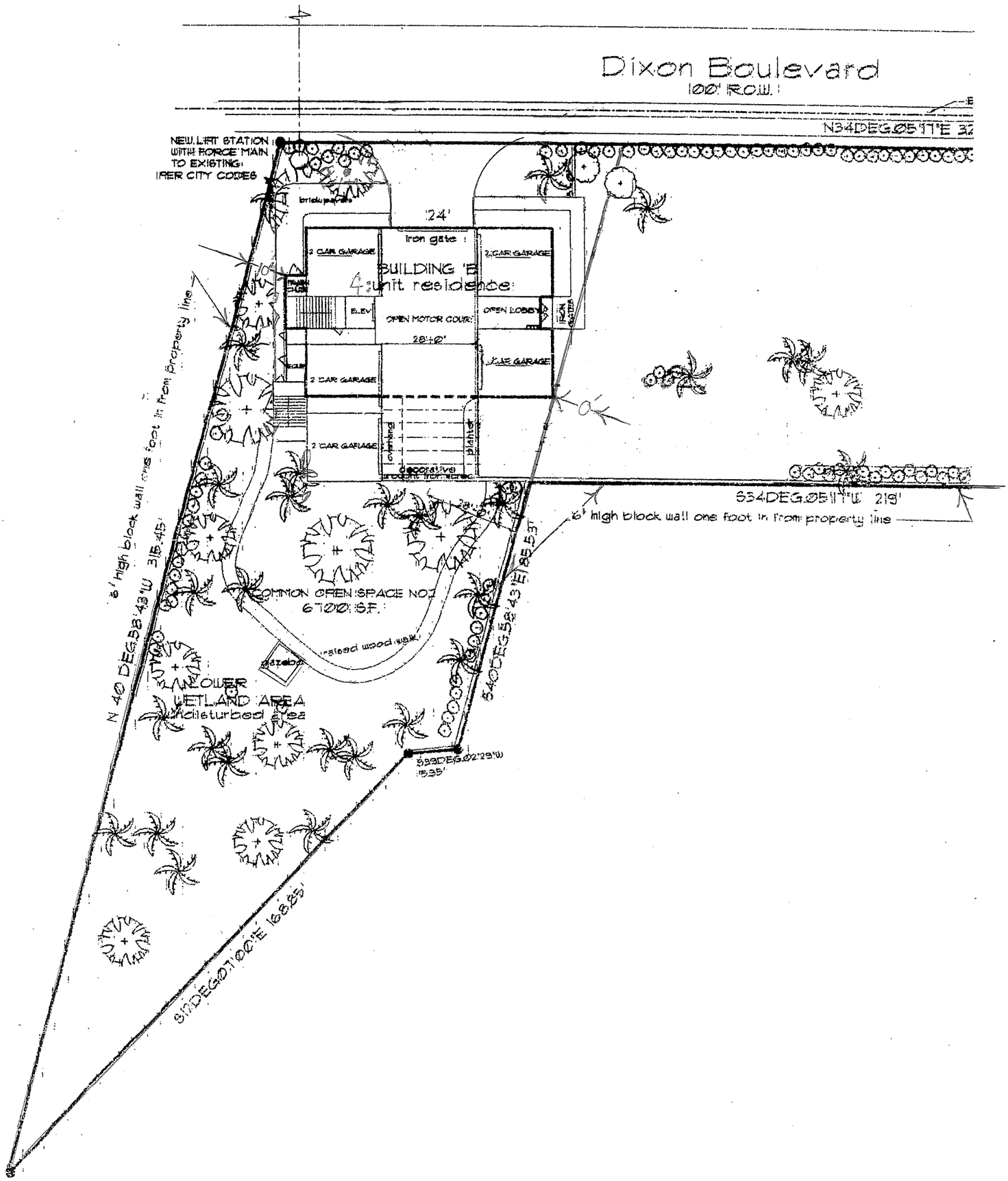
Map Prepared by East Central Florida Regional Planning Council
Date; September 8, 2022

Exhibit "B"

Zoning Amendment PZ-21-02100001, Dixon Boulevard Four-Plex



RA
RR-1
RE
RU-1-7
RU-1-7a
RU-2-10
RU-2-15
RU-2-15 and C-G
RU-2-25
RM-3
R-P
C-R
C-N
CBD
CBD-CVO
P-S
C-P
C-C
C-G
C-W
PUD
UMD
INST
M-1
M-2
Zoning Not Assigned


Dixon Boulevard
100' R.O.W.
N34DEG.05'11"E 32
NEW LIFT STATION WITH FORCE MAIN TO EXISTING PER CITY CODES
24'
Iron gate
2 CAR GARAGE
BUILDING 'E'
4 unit residence
2 CAR GARAGE
ELEV.
OPEN MOTOR COURT
OPEN LOBBY
IRON GATES
28'-0"
2 CAR GARAGE
2 CAR GARAGE
2 CAR GARAGE
plumbing
planter
decorative
S34DEG.05'11"W 219'
6' high block wall one foot in from property line
6' high block wall one foot in from property line
N 40 DEG.58'43"W 318.45'
COMMON OPEN SPACE NO.1
6700 S.F.
stained wood walk
gazebo
LOWER WETLAND AREA
undisturbed area
S40DEG.58'43"E 85.53'
S39DEG.02'29"W
153.35'
S17DEG.07'00"E 168.85'

SKETCH OF SURVEY©

DESCRIPTION PER O.R. 1156, PAGE 157:

COMMENCE AT AN AXEL SHAFT ON THE NORTHWESTERLY LINE OF LOT 18 AT THE INDIAN RIVER, AS SHOWN ON THE "PLAT OF GEORGIA TERRACE", SUBDIVISION, RECORDED IN PLAT BOOK 9, PAGE 38, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN S.34°00'00"W., ALONG THE NORTHWESTERLY LINE OF LOT 18, 325.13 FEET TO A CONCRETE MONUMENT; THENCE RUN N.40°58'43"W., 315.45 FEET TO A CONCRETE MONUMENT ON THE SOUTHEASTERLY R/W LINE OF DIXON BOULEVARD EXTENDED EASTERLY; THENCE RUN N.34°05'17"E., ALONG SAID SOUTHEASTERLY R/W LINE, 100.00 FEET TO THE "POINT OF BEGINNING"; THENCE CONTINUE N.34°05'17"E., ALONG SAID SOUTHEASTERLY R/W LINE, 220 FEET, MORE OR LESS, TO AND INTO THE WATERS OF THE INDIAN RIVER; THENCE RETURN TO THE "POINT OF BEGINNING", AND RUN S.40°58'43"E., 105.15 FEET; THENCE RUN N.34°05'17"E., PARALLEL TO SAID SOUTHEASTERLY R/W LINE, 223.5 FEET, MORE OR LESS, TO AND INTO THE WATERS OF THE INDIAN RIVER; THENCE RUN NORTHWESTERLY, ALONG SAID WATERS, 105 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE FIRST COURSE OF THE HEREIN DESCRIBED LANDS;

TOGETHER WITH RIPARIAN, LITTORAL AND SHORE RIGHTS THEREUNTO BELONGING AND APPERTAINING;

SAID LANDS BEING SUBJECT TO THE R/W OF STATE ROAD NO. 515.

DESCRIPTION OF TRACT "A":

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING A PORTION OF LOT 5 OF "ROBERT DIXON'S HOMESTEAD", RECORDED IN PLAT BOOK 1, PAGE 24 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON MARKER (NO IDENTIFICATION) WHICH MONUMENTS THE SOUTHWEST CORNER OF LOT 18 OF "GEORGIA TERRACE", RECORDED IN PLAT BOOK 9, PAGE 38 OF SAID PUBLIC RECORDS, THENCE RUN N.34°00'00"E., ALONG THE NORTH LINE OF SAID "GEORGIA TERRACE" AND ALONG THE SOUTH LINE OF AFORESAID LOT 5 OF "ROBERT DIXON'S HOMESTEAD", A DISTANCE OF 104.92 FEET TO THE "POINT OF BEGINNING"; THENCE N.40°58'43"W., ALONG AN EAST LINE OF LANDS DESCRIBED IN O.R. 248, PAGE 345 OF SAID PUBLIC RECORDS, A DISTANCE OF 315.45 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DIXON'S BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY); THENCE N.34°05'17"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100 FEET; THENCE S.40°58'43"E., PARALLEL WITH THE AFORESAID EASTERLY LINE OF O.R. 248, PAGE 345, A DISTANCE OF 190.68 FEET; THENCE S.39°02'29"W., A DISTANCE OF 15.35 FEET; THENCE S.12°07'00"E., A DISTANCE OF 168.85 FEET TO THE "POINT OF BEGINNING"; CONTAINING 0.538 ACRES.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

SURVEY NOTES:

1. THE BEARING STRUCTURE OF THIS SURVEY IS BASED ON THAT DEED RECORDED IN O.R. 1156, PAGE 157. SPECIFICALLY, THE RIGHT OF WAY LINE OF DIXON BOULEVARD = A BEARING OF N.34°05'17"E.
2. THE TRACTS DESCRIBED WERE DETERMINED TO LIE WITHIN FLOOD ZONE "X" PURSUANT TO FIRM #12009C0290 E, DATED APRIL 3, 1989. ZONE "X" = "THOSE AREAS DETERMINED TO LIE OUTSIDE THE 500 YEAR FLOOD PLAIN" PURSUANT TO FEMA MAP NOTATIONS.
3. A RECORDED / DEDICATED RIGHT OF WAY FOR INDIAN RIVER DRIVE IS UNKNOWN. IT IS THEREFORE ASSUMED THIS RIGHT OF WAY IS PRESCRIPTIVE IN THIS AREA. ACCORDINGLY, THE TRACT DESCRIBED IS SUBJECT TO THIS RIGHT OF WAY AND ANY UTILITY, DRAINAGE, MAINTENANCE AND / OR OTHER RIGHTS ASSOCIATED WITH THIS ROADWAY.
4. THE TRACT AREA DEPICTED INCLUDES THOSE LANDS BEING USED FOR INDIAN RIVER DRIVE.
5. THE SHORELINE DEPICTED IS AN APPROXIMATION BASED ON OBSERVATION OF ONGOING FILL OPERATIONS TO REPAIR HURRICANE EROSION (10/18/99). IT IS NOT INTENDED TO DEPICT / REPRESENT THE MEAN WATER LINE AS DETERMINED BY THE REQUIREMENTS / SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF ENVIROMENTAL PROTECTION.
6. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

ENVIRONMENTAL CONCERNS:

DESIGNATIONS REPRESENT LOCATIONS / MARKINGS IN FIELD AS SET BY CLIENT'S ENVIRONMENTALIST.

"WL" = WETLAND LIMITS
"PEP" = BRAZILLIAN PEPPER LIMITS
"FERN" = FERN LIMITS

THE ELEVATIONS ASSOCIATED WITH ENVIRONMENTAL LABELS ARE EXISTING AND BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.

GENERAL NOTES:

A) CORNERS / POINTS DESIGNATED AS "SET" REPRESENT IRON RODS WITH A RED PLASTIC CAP OR METAL DISKS STAMPED "PACKARD / LS #3867".

B) ONLY VISIBLE, ABOVE-GROUND IMPROVEMENTS AND UTILITIES WERE LOCATED (UNLESS OTHERWISE NOTED). FOUNDATIONS, FOOTERS, SPRINKER SYSTEMS, SEPTIC SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUB-SURFACE IMPROVEMENTS WERE NOT LOCATED.

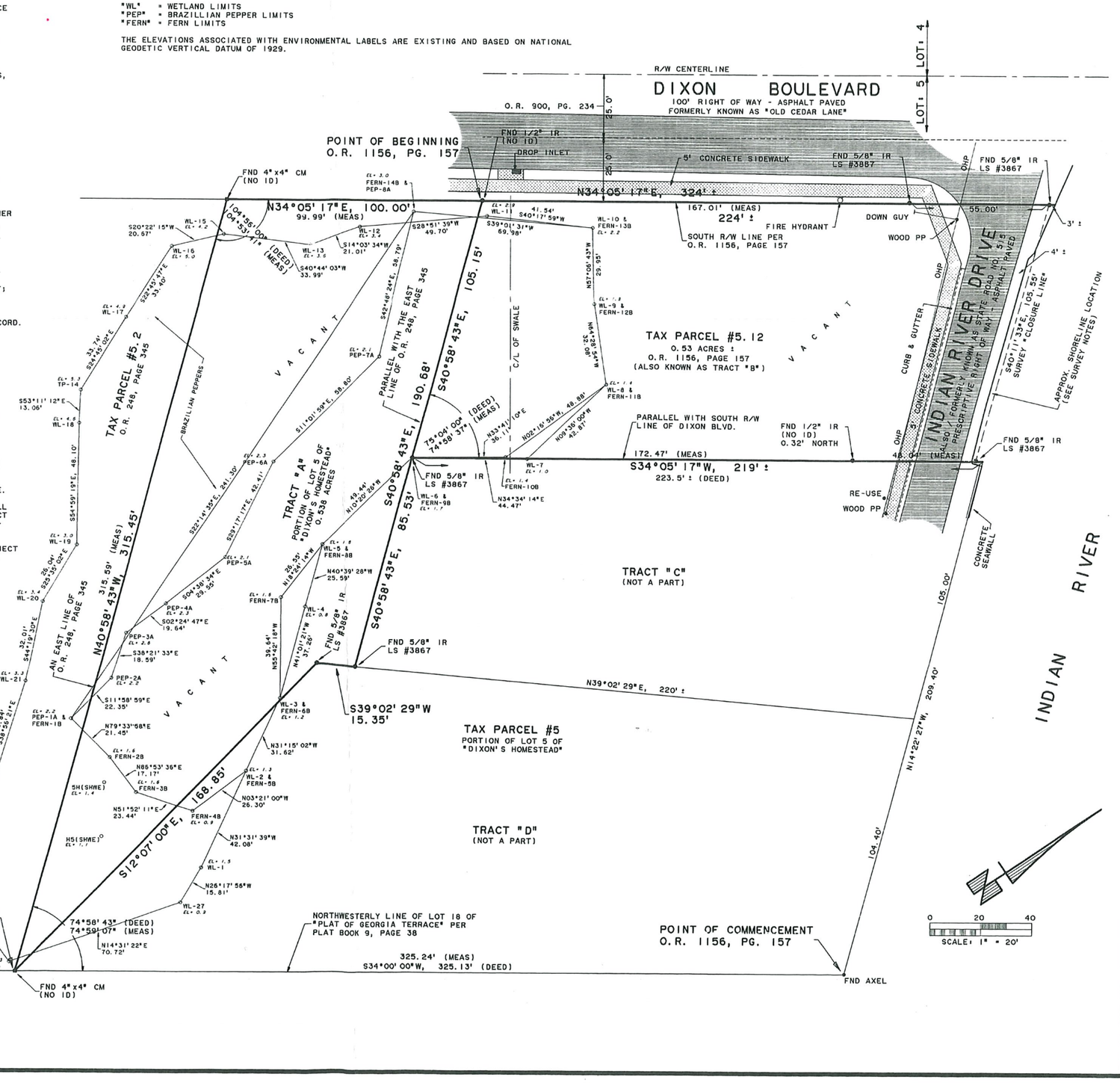
C) DIMENSIONS FROM PROPERTY LINES OR STRUCTURES TO FENCES REPRESENT DISTANCES TO THE EXTERIOR FACE OR FABRIC SIDE OF FENCE. FENCE WIDTHS, INDIVIDUAL POSTS AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS AND / OR RIGHTS ARE UNKNOWN / NOT DETERMINED.

D) EASEMENTS DEPICTED (IF ANY) ARE PURSUANT TO THE SUBDIVISION RECORD PLAT, DEED OR AS PROVIDED.

E) UNLESS OTHERWISE NOTED, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND / OR RIGHTS OF WAY OF RECORD. THIS SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

%T	= NAIL & TIN-TAB	RAD	= RADIUS OF CURVE	WLP	= WOOD LIGHT POLE
%D	= NAIL & DISK	DEL	= CENTRAL ANGLE OF CURVE	OHP	= OVERHEAD POWER
IR	= IRON ROD	ARC	= LENGTH OF CURVE	DG	= DOWN GUY
CM	= CONCRETE MONUMENT	PU	= PUBLIC UTILITY (EASEMENT)	TEL	= TELEPHONE FACILITY
PCP	= PERMANENT CONTROL POINT	D	= DRAINAGE (EASEMENT)	WTR	= METER (ELECTRIC / WATER)
PRM	= PERMANENT REFERENCE MONUMENT	C/	= CENTERLINE	A/C	= AIR CONDITIONING UNIT
PRC	= POINT OF REVERSE CURVATURE	R/W	= RIGHT OF WAY	CBS	= CONCRETE BLOCK STRUCTURE
PCC	= POINT OF COMPOUND CURVATURE	P/L	= PROPERTY LINE	CONC	= CONCRETE
PI	= POINT OF INTERSECTION	FND	= FOUND (FOR MONUMENTATION)	FH	= FIRE HYDRANT
PC	= POINT OF CURVATURE	SET	= PLACED MONUMENTATION	EP	= EDGE OF PAVEMENT
PT	= POINT OF TANGENCY	CTV	= CABLE TELEVISION FACILITY	C&G	= CURB & GUTTER
LS	= LAND SURVEYOR	ELEC	= ELECTRIC FACILITY	C.L.	= CHAIN LINK (FENCE)
LB	= LAND SURVEYING BUSINESS	WPP	= WOOD POWER POLE	ID	= CORNER IDENTIFICATION



I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS IN CHAPTER #61G17-6, F.A.C., PURSUANT TO SECTION #472.027, FLORIDA STATUTES (SUBJECT TO NOTES).

ROBERT M. PACKARD, PSM
REG. FLORIDA SURVEYOR & MAPPER #3867

NOT VALID WITHOUT ORIGINAL SIGNATURE AND EMBOSSED WITH SURVEYOR'S SEAL

r.m. packard & assoc., inc.
surveying & mapping
1013 ROCKLEDGE DRIVE
ROCKLEDGE, FLORIDA 32955
TEL (407) 632-6335 • FAX (407) 631-7392
FLORIDA CORPORATE CERTIFICATE #849

PREPARED FOR AND CERTIFIED TO THE EXCLUSIVE USE OF:

BOUNDARY SURVEY FOR:

JULIE J. MEYER

FIDELITY FEDERAL BANK & TRUST
SPACE COAST TITLE COMPANY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

7/1/04 WETLAND LOCATIONS
6/14/02 BOUNDARY 99-464-2

DRAWN BY: STG
CHK'D BY: RMP
DATE: 10/18/99
DWG #: D-2418
NOTES: FILES
JOB #: 99-464

SHEET 1 OF 1

Application # PZ - 21 - 02100001

Serving the Community

ZONING MAP AMENDMENT APPLICATION (MAP 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. **Existing Zoning Category:** ESTATE USE (3 STORIES/LOT)
2. **Proposed Zoning Category:** RU-2-15 (OR FOUR UNITS OR 4 STORIES)
3. **Existing Future Land Use Category:** _____
4. **Proposed Future Land Use Category** (*if applicable*): _____
5. **Applicant Information:** * *NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): PRIVATE PROPERTY DEV. AND CAREY PROPERTIES LLC
   Name: ALECK GREENWOOD (EQUAL PARTNER)
   Mailing Address: P.O. BOX 1077
   City: COCOA State: FLA Zip Code: 32923
   Phone #: (321) 917-3770 Fax #: (321) 632-0527
   Mobile #: (321) 917-3770 E-mail: GREENWOOD2@CFL.RR.COM

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

   Company (if applicable): CAREY PROPERTIES LLC (EQUAL PARTNER)
   Name: JIM MILLER (EQUAL PARTNER)
   Mailing Address: 12466 KNOCKUP DRIVE
   City: FULTON State: MD Zip Code: 20759
   Phone #: (443) 812-4569 Fax #: _____
   Mobile #: (443) 812-4569 E-mail: JIMMILLER1019@YAHOO.COM

7. **Property Information:**

Street Address and Location: DIXON BLVD & INDIAN RIVER RD

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.* COCOA

24-36-21-BM-*5□□□.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2416870 □□□□□□□

Land Area: 23,958.8 S.F. square feet or .55 ACRES acres

Existing Use(s) on Property: VACANT LAND

Proposed Use(s) on Property: RUNS (OR) FOUR UNITS

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

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning, Attn: Graphics.
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060 Fax: (321) 633-2152

c. ☐ **Petition.** Complete the Zoning Map Amendment petition form. A sample "Petition" form is available from the City.

d. ☐ **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.

e. ☐ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

f. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

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

h. ☐ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

i. ☐ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

j. ☐ **Accurate site plan.** Submit 10 copies (folded to about 8-1/2 x 11") of a plan drawn to scale and showing the required site plan elements can found in **10**. The site plan shall not be smaller than 11 x 17".

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

9. **Application filing deadline.** The application filing deadline is on the first Friday of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **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!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Aleck Greenwood 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) ALECK GREENWOOD (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Notary Public State of Florida
Torri Edwards
My Commission GG 139371
Expires 08/29/2021

Torri Edwards
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 29 day of April, 20 21

FOR OFFICE USE ONLY

Fee of $ 500.- in cash ☐ or check ☑ (No. 8517) payable to the "City of Cocoa".

Receipt Number: _____

Date: 4-29-21

Signature from Planning & Zoning Division: _____

ZONING MAP AMENDMENT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a zoning map amendment as specified below:

In order to approve a zoning map 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)(1) 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. Use extra sheets if necessary.

a. **Whether or not the proposed change is contrary to the established land use pattern.**

WILL NOT CHANGE THE ESTABLISHED LAND USE PATTERN.

RU 2ND ZONING EXISTS ACROSS STREET AND 3 STORY APARTMENT BUILDINGS

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

WILL NOT CREAT AN ISOLATED DISTRICT.

RU2ND ZONING EXISTS ACROSS STREET AND THREE STORY APARTMENT BUILDINGS

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

will not alter the population density of four additional residences.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

will not change existing conditions on other properties

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

will not have an adverse effect to the comprehensive plan.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

CURRENT SHORTAGE OF NEW RESIDENTIAL HOUSING WILL BE A WELCOMED SOLUTION

g. **Whether or not the proposed change will adversely influence living conditions in the neighborhood.**

PROPOSED CHANGE WILL BE A POSITIVE INFLUENCE FOR THE NEIGHBORHOOD

h. **Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

WILL NOT INCREASE TRAFFIC CONGESTION.

i. **Whether or not the proposed change will create a drainage problem.**

WILL NOT CREATE A DRAINAGE PROBLEM

j. **Whether or not the proposed change will seriously reduce light and air to adjacent areas.**

WILL NOT REDUCE LIGHT OR AIR TO ADJACENT AREAS

k. **Whether or not the proposed change will adversely affect property values in the adjacent areas.**

WILL INCREASE PROPERTY VALUES TO ADJACENT AREAS.

l. **Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.**

WILL BE AN IMPROVEMENT TO ADJACENT PROPERTY.

m. **Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.**

WILL NOT CONSTITUTE A GRANT OF SPECIAL PRIVILEDGE DUE TO EXISTING CURRENT ZONING ACROSS THE STREET IS SIMILAR FOR THIS PROJECT.

n. **Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.**

DEVELOPMENT COSTS TO CORRECT CITY ROAD THAT IS BELOW WATER LEVEL AND PREVENTS PROPER DRAINAGE.

o. **Whether or not the change suggested is out of scale with the needs of the neighborhood.**

ZONING CHANGE REQUEST EXISTS ACROSS THE STREET.

p. **Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.**

ZONING CHANGE REQUEST EXISTS ACROSS THE STREET.

Applicant's Signature _____ Date 4-29-21

Applicant's Printed Name Alex Greenwood

If there are any questions contact the Planning and Zoning Division, City Hall, 65 Stone Street, Cocoa, FL 32922.

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005380128
Pymt Method Invoice
Net Amount 579.57

Run Times: 1

No. of Affidavits: 1

Run Dates: 08/23/22

Text of Ad:

AD#5380128 8/23/2022

CITY OF COCOA NOTICE OF PUBLIC HEARING, COMPREHENSIVE PLAN MAP AND ZONING MAP AND TEXT AMENDMENTS
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

1. PZ-20-0200003 – Arbours At Cocoa Landing – Large-Scale Site Plan Approval Extension CONSIDERATION OF AN EXTENSION OF THE DURATION OF SITE PLAN APPROVAL FOR THE ARBOURS AT COCOA LANDING LARGE SCALE SITE PLAN PREVIOUSLY APPROVED ON DECEMBER 15, 2020 TO DECEMBER 15, 2022.

2. PZ-21-0500001 – Small-Scale Comprehensive Plan Amendment (Dixon Four--Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

3. PZ-21-02100001 – Zoning Map Amendment (Dixon Four-Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATIION OF ONE (1) PARCEL OF REAL PROPERTY, APPROIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCBRIED ON EXHIBIT "A" ATTACHED HERETO; FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

4. PZ 22-00200003 – Large Scale Site Plan (Diamondback Marine Division)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (DIAMONDBACK MARINE DIVISION) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 19, M-2 ZONING, TO ALLOW FOR THE CONSTRUCTION OF TWO (2) INDUSTRIAL MANUFACTURING BUILDINGS TOTALING 210,000 SQUARE FEET IN TWO (2) PHASES AND ASSOCIATED INFRASTRUCTURE ON A ±29.25-ACRE SITE. PARCEL ID NUMBER: 24-35-12-00-506 FROM BREVARD COUNTY RECORDS.

5. PZ 22-00200001 – Large Scale Site Plan (Orchid Lake)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (ORCHID LAKE) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 5, RU-2-15, AND RESOLUTION

2022-032, TO ALLOW FOR THE CONSTRUCTION OF FOUR (4) APARTMENT BUILDINGS CONSISTING OF 90-UNITS OF AFFORDABLE MULTIFAMILY RENTAL HOUSING WITH RELATED FACILITIES AND ASSOCIATED INFRASTRUCTURE ON A ±7.63-ACRE SITE. PARCEL ID NUMBER: 24-36-20-00-289 FROM BREVARD COUNTY RECORDS.

6. Planning User Charges and Fee Ordinance –
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
September 7th, 2022
AT 6:00 P.M. OR SOON THEREAFTER

CITY COUNCIL PUBLIC HEARING ON ITEMS 2, 3, AND 6 ONLY WILL BE HELD ON
September 27, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Sandra Leone, City Planner, at (321) 433-8535 or sleone@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified

dence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Leone via email or mail at least three (3) days prior to the hearing.

Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

COURTESY NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

Carey Properties is petitioning the **Planning & Zoning Board** for the following item:

1. **PZ-21-0500001 – Small-Scale Comprehensive Plan Amendment (Dixon Four-Plex)**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

2. **PZ-21-02100001 – Zoning Map Amendment (Dixon Four-Plex)**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATIION OF ONE (1) PARCEL OF REAL PROPERTY, APPROIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCBRIED ON EXHIBIT "A" ATTACHED HERETO; FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

The Board will hold a public hearing on this request at 6:00 p.m. on Wednesday, **September 7, 2022.**

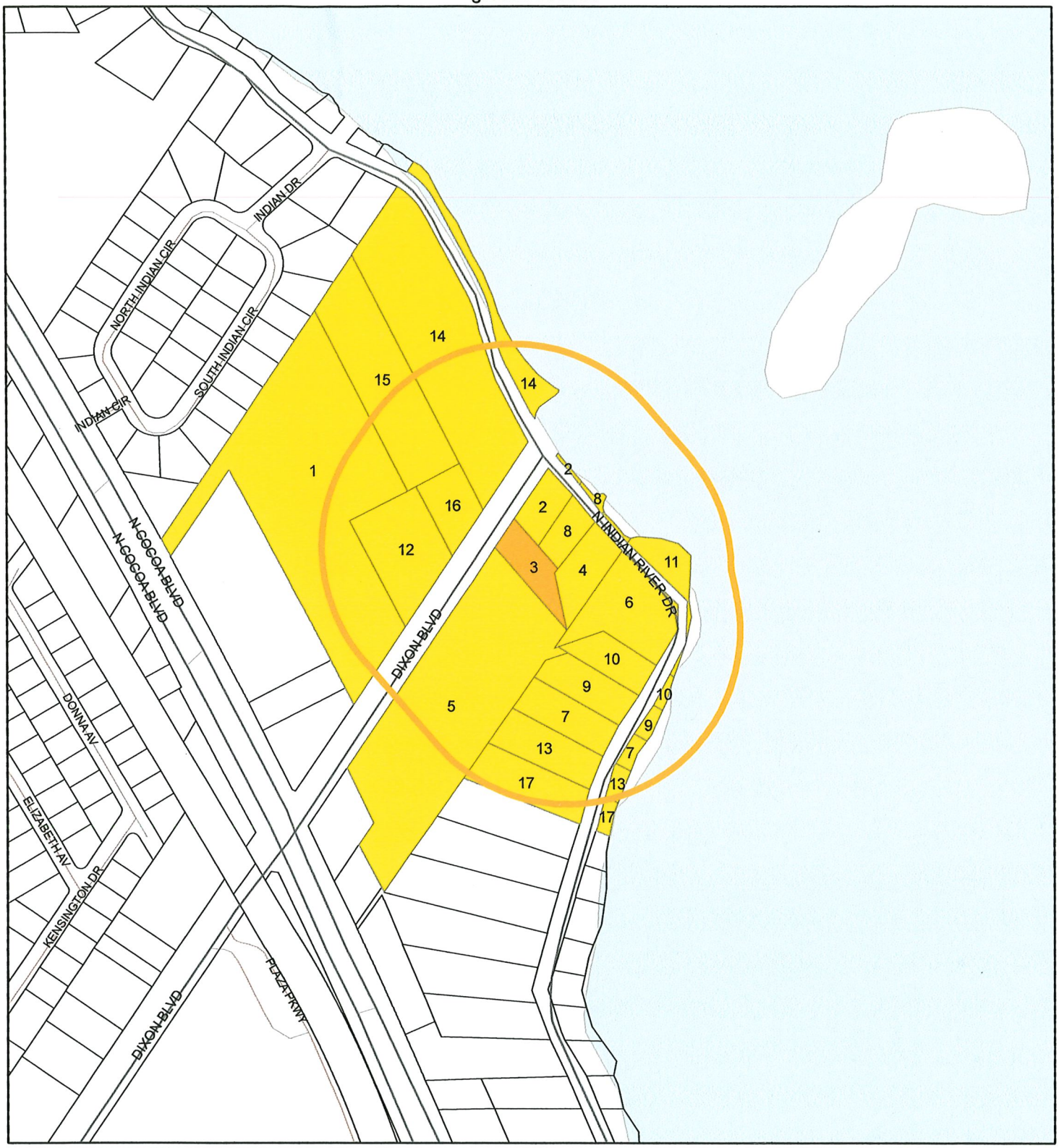
in the City of Cocoa Council Chambers located at 65 Stone Street, Cocoa, Florida. All interested parties are invited to attend and will be heard if desired.

Angela Essing, Growth and Economic Development Director

RADIUS MAP

GREENWOOD, ALECK

greenwood500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Buffer

Subject Property

Notify Property

Parcels

Legislation Details (With Text)

File #:	22-582	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Public Hearing	
File created:	9/21/2022		**In control:**	City Council	
On agenda:	9/27/2022		**Final action:**		
Title:	Consideration of Ordinance No. 11-2022/ First Reading: a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 0.59 acres from City of Cocoa “Very Low Density Residential” to City of Cocoa “Medium Density Residential,” provided that the maximum density allowable shall be eight (8) dwelling units per acre. (Public Works Director/Growth & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 11-2022 FLU Amendment - Parcel on Dixon Blvd and Indian River Dr - very low density Exhibit A.pdf Exhibit B Future Land Use Map Rev.pdf Application and supporting Docs.pdf Florida Today Ad Receipt (2).pdf 500' buffer letter (1).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2022
Agenda Date: September 27, 2022
Prepared By: Bryant Smith III, P.E., CFM, Public Works and Interim Growth and Economic Development Director
Through: Stockton Whitten, City Manager
Requested Action:
Consideration of Ordinance 11-2022, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of (1) parcel of real property totaling approximately 0.59 acres from City of Cocoa “Very Low Density Residential” to City of Cocoa “Medium Density Residential,” provided that the maximum density allowable shall be eight (8) dwelling units per acre. First Reading.

BACKGROUND:

The subject property for this Future Land Use amendment is comprised of a .59-acre vacant parcel, owned by Carey Properties LLC. The parcel is located southeast of and adjacent to Dixon Boulevard, just west of its intersection with North Indian River Drive. A map depicting the location of the subject parcel is attached as Exhibit “A”. The applicant is requesting to change the Future Land Use Map designation from “Very Low Density Residential” to “Medium Density Residential”. Exhibit

"B"

The assignment of a Future Land Use designation must be consistent with the City's Comprehensive Plan. Policy 1.1.2.4 states that Medium Density Residential (MDR) areas shall be regarded as areas of moderate density detached and attached housing.

Currently, the subject parcel has one Future Land Use classification, Very Low Density Residential.

Future Land Use Designation: Current: Very Low Density Residential

Proposed: Medium Density Residential

Zoning District: Current: Residential Estates

Proposed: RU 2-15

Existing Land Use: Vacant land

Council District: District 2 - Councilmember Lavander Hearn

Overview of Surrounding Area:

	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Very Low Density Residential, Low Density Residential	RU-1-7; RU-2-15	Vacant; Multi-family
South	Very Low Density Residential	Residential Estates	Residential Estates
East	Very Low Density Residential	Residential Estates	Residential Estates
West	Very Low Density Residential	Residential Estates, RU-1-7	Vacant

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region;

Staff Finding: Application of a City of Cocoa MDR Future Land Use designation would allow for multi-family use on the property. This will increase the potential of tax revenue and capital investments.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The future land use amendment will not negatively impact or diminish the service level of public facilities. Given that the subject property is approximately 0.59 acres

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and the proposed ordinance imposes a maximum density of eight (8) dwelling units per acre, the maximum number of achievable units on the property will be 4 units. This minimal increase from 1 to 4 units (3 net units) will have a de minimus impact on existing public facilities.

Potable Water: The subject parcel is served by the City of Cocoa Utilities Department for water service. Given the maximum achievable units on the property, there is no anticipated impact on potable water level of service. The 8" PVC Reuse line on the north side of Dixon Boulevard should be saddled and brought over to the property for irrigation purposes.

Sanitary Sewer: The City of Cocoa sanitary sewer is available in this area. Given the maximum achievable units on the property, there is no anticipated impact on wastewater level of service.

Solid Waste: The solid waste service to this parcel is provided by a private hauler. Solid Waste service shall be provided to the site in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which provides maintenance for the retention ponds and drainage features in the area. The applicant will be required to adhere to the City's stormwater level of service standards upon submittal of any site plan application.

Transportation: The subject property will have an entrance from Dixon Blvd which is classified as Local roadway on Map M-II-2 of the City of Cocoa Comprehensive Plan 2020 - 2030. Given the maximum achievable units of four units on the property, any traffic impact will be de minimus.

Parks: The LOS level is 1.25 acres of developed recreational area per 1000 population. The Public Works Director has indicated that the City is currently finalizing a parks study, and based on this forthcoming study, the City of Cocoa currently provides approximately 17 acres of parks per 1000 residents. The number of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan.

Schools: Staff does not anticipate a school capacity issue given the small number of students that could be generated by a development on the site. However, a Concurrency Determination must be performed by the School District prior to a site plan being issued for the property in accordance with Policy 11.1.2.2 of the Comprehensive Plan, Public School Facilities Element.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The subject property consists of approximately .59 acres. The proposed FLUM amendment will have very little impact on the environment given the availability of sewer.

Natural/historic resources of the city should not be affected.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed FLUM amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner". Development of the subject parcel will place de minimus additional demands upon the city's resources.

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: As provided above, staff does not anticipate any negative impact on public facilities as a result of the amendment due to the minor increase in units that is proposed. Further, police protection is provided by the City of Cocoa Police Department. They indicate that they will be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources.

Fire Protection is provided by the City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd) which is located West of the subject parcel. All stations will continue to provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The properties directly to the north, south, east and west are Very Low Density Residential. However, the proposed Future Land Use of Medium Density Residential will be consistent with the existing developments in the area, by providing an extension of the existing nearly three (3) acres of Medium Density Residential FLU designated property located across Dixon Boulevard and to the northwest of the subject property. On this Medium Density Residential property, an existing 52-unit apartment complex at 650 Dixon Boulevard already has largely defined the character of Dixon Boulevard in the vicinity. Given the density maximum of eight (8) dwelling units per acre, which results in a maximum of 4 units on the subject property, staff believes the Medium Density Residential designation will provide a coherent transition and appropriate buffer between the existing multi-family development on Dixon Boulevard and the estate single-family homes on Indian River Drive.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject property is consistent with the following goals of the comprehensive plan:
Land Use Element

GOAL 1.1: Create and maintain a broad range of activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare and appearance through the thoughtful planned use and development of the land and public facilities.

Policy 1.1.2.4 Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas for moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium Density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

B. These areas should have convenient access to community services.

C. New development approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

The subject property is easily accessible from US 1, an arterial street. Proximity to US 1 public transportation options will provide convenient access to community services.

Coastal Management Element

However, the subject property is located within both the Coastal Planning Area and Coastal High Hazard Area, as identified in Maps M-IX-2 and CM-1 of the Comprehensive Plan, Coastal Management Element.

GOAL 9.2: The City shall, as practically and financially feasible, establish and implement strategies for new development, redevelopment and investment in public facilities, utilities and infrastructure to protect and mitigate losses to human life and property in areas subject to natural disasters, flooding, and sea level rise.

Objective 9.2.1: Coastal High Hazard Area (CHHA). The City shall continue to direct population concentrations away from the CHHA through implementation of the future land use map, land development code and through the development review and approval process.

Policy 9.2.1.1: The Coastal High Hazard Area is delineated as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy 9.2.1.2: The City shall continue to evaluate non-conforming land uses within the CHHA.

Policy 9.2.1.3: In order to continue to direct population away from the CHHA, any increase of density for properties within the CHHA shall generally be discouraged from the time of this plan's adoption.

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Objective 9.2.2: Development, redevelopment, rebuilds, retrofits and additions in the City shall be planned and managed through strategies and design principles that are consistent with sound planning practices that protect life and property from the effects of flooding, storm surge and related impacts of sea level rise and that protect the long-term financial viability of the City.

Policy 9.2.2.1: All new development and redevelopment shall be consistent with, or more stringent than, the flood resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

Policy 9.2.2.2: The City shall require site development techniques that encourage more efficient and climate resilient development practices that include, but are not limited to:
• Low impact development techniques on private and public property that provide for site design, engineering and stormwater management to reduce stormwater runoff, encourage greater onsite storage, reuse or absorption and mitigate flood impacts such as pervious pavement, native vegetation, rain gardens or barrels, etc.
• Prioritization of living shoreline installation and maintenance.
• Allowance of specialized fortification techniques as recommended by the Florida Green Building Council.
Additionally, the City shall continue to further explore standards that increase the City's coastal resiliency, such as requiring development to build at least three feet above the area's Base Flood Elevation or reducing the development's total amount of required parking while increasing the facility's potential for water absorption and retention.

Objective 9.2.4: Evacuation Times. The City shall cooperate with Brevard County to ensure evacuation times are maintained or reduced and to ensure efficient evacuation of threatened residents to areas of safety in the event of a natural disaster.

Policy 9.2.4.3: The City shall generally discourage any increase in density within the Coastal High Hazard Area.

Staff notes that while increases in density in the CHHA shall be "generally" discouraged, the proposed Future Land Use amendment to Medium Density Residential is proposed to be conditioned with an 8 dwelling units per acre maximum, which results in the availability of 4 units to be constructed on the property. A net increase of three units will have no impact upon hurricane evacuation times. The eight (8) dwelling unit per acre maximum is consistent with other Low Density Residential properties within the immediately vicinity, which are permitted 7 dwelling units per acre.

In addition, staff notes that any future site plans and construction plans will need to conform to the City's floodplain management regulations and will need to incorporate climate resilient development techniques as listed in Policy 9.2.2.2.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a favorable effect on the ability

of people to find adequate housing by increasing available units and choice of housing type.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city;

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality without any negative impacts to public health, safety, and welfare.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City's Planning and Zoning Board held a public hearing on this request for a future land use amendment on September 7, 2022. At the meeting, several residents spoke during the public hearing to voice concerns regarding the application. Summarized, neighboring property owners commented regarding the following:

- Neighboring owners stated that the subject property is wet and swampy. Standing water is visible on the property, and at least one neighbor testified that her adjacent property already experiences flooding. The neighbors expressed concern about water intruding onto their property after development occurs.
- Several neighbors expressed concern that multi-family development could adversely impact the aesthetic and historic charm of Indian River Drive. Neighbors questioned whether a modern building adjacent to historic homes would result. The two neighbors owning property adjacent to the subject property stated that their homes were built in 1901 by the original Dixon owners that platted the area and that they are the only historical homes on Indian River Drive remaining. The recent article published in Southern Living Magazine about Cocoa was discussed, which mentions the stately homes on Indian River Drive, dripping with southern charm. Neighbors requested that the beauty of the area be preserved.
- At least one neighbor pointed out that foxes live on the property.

The applicant responded to the neighboring property owners' comments, as summarized below:

- Drainage concerns would be addressed during the site plan and building permit process given that City Codes regarding drainage would need to be observed and complied with.
- The subject property does not front on Indian River Drive, and the proposed development, in the applicant's view, would not impact the character of Indian River Drive as the subject property is not visible from Indian River Drive. The applicant intends to construct a single-family residence on the parcel currently owned by the applicant that is located between the

subject property and Indian River Drive. The applicant stated the design for the multi-family building would not be modern and would be intended to blend in with the surrounding properties.

- The applicant stated that he could build a very large single-family home without a change in the future land use or zoning, which would be similar to the multi-unit building intended.
- The applicant stated he intends to leave a lot of the property as open space with walking paths.

After concluding the public hearing and listening to the public comment, the City's Planning and Zoning Board voted to recommend denial of the application to the City Council. The City's Planning and Zoning Board did not cite or refer to any particular criteria in Sections 15-10 and 15-11 of the City Code governing Comprehensive Plan amendments as not being satisfied when making the recommendation to deny the application.

RECOMMENDED MOTION:

Staff recommends that the City Council approve first reading of Ordinance 11-2022, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of one (1) parcel of real property totaling approximately 0.59 acres from "Very Low Density Residential" to "Medium Density Residential" with a maximum density of eight (8) dwelling units per acre.

ORDINANCE NO. 11-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on _____ _____, 2022, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder with the condition as described herein; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is 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 true and correct and are fully incorporated herein by this reference.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as a part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit A** from Very Low Density Residential to Medium Density Residential, provided that the maximum density for the property shall be 8 dwelling units per acre. **Exhibit A** is attached hereto and fully incorporated herein by this reference.

Section 5. 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 6. 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 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to necessitate the foregoing.

Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after adoption. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth

herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled the _____ day of _____, 2022.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

Legal Ad: _____

First Reading: _____

Legal Ad: _____

Second Reading: _____

EXHIBIT A

Property Legal Description

DESCRIPTION OF TRACT "A":

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING A PORTION OF LOT 5 OF "ROBERT DIXON'S HOMESTEAD", RECORDED IN PLAT BOOK 1, PAGE 24 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON MARKER (NO IDENTIFICATION) WHICH MONUMENTS THE SOUTHWEST CORNER OF LOT 18 OF "GEORGIA TERRACE", RECORDED IN PLAT BOOK 9, PAGE 38 OF SAID PUBLIC RECORDS, THENCE RUN N.34°00'00"E., ALONG THE NORTH LINE OF SAID "GEORGIA TERRACE" AND ALONG THE SOUTH LINE OF AFORESAID LOT 5 OF "ROBERT DIXON'S HOMESTEAD", A DISTANCE OF 104.92 FEET TO THE "POINT OF BEGINNING"; THENCE N.40°58'43"W., ALONG AN EAST LINE OF LANDS DESCRIBED IN O.R. 248, PAGE 345 OF SAID PUBLIC RECORDS, A DISTANCE OF 315.45 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DIXON'S BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY); THENCE N.34°05'17"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100 FEET; THENCE S.40°58'43"E., PARALLEL WITH THE AFORESAID EASTERLY LINE OF O.R. 248, PAGE 345, A DISTANCE OF 190.68 FEET; THENCE S.39°02'29"W., A DISTANCE OF 15.35 FEET; THENCE S.12°07'00"E., A DISTANCE OF 168.85 FEET TO THE "POINT OF BEGINNING"; CONTAINING 0.538 ACRES.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

And the west fifteen (15) feet of the adjacent parcel, identified as Tax Parcel ID 24-36-21-BM-*-5.12.

Exhibit A


DIXON BLVD
515
N INDIAN RIVER DR
503
No Photo
Account: 2416870 Parcel ID: 24-36-21-BM-*-5
Sale: 10/17/2005 $400,000
BCPAO Market Value: $45,000
Owners: CAREY PROPERTIES LLC
Address: NONE
Zoom | Clear | Details | Hide Info
Instructions | Disclaimer

Exhibit "B"

Future Land Use Designations

Future Land Use Map Amendment, PZ 21-02100001, Dixon Boulevard Four-Plex



FLU

- Low Density Residential
- Medium Density Residential
- Commercial
- Very Low Density Residential
- Neighborhood Commercial
- Mixed Use
- Industrial
- Conservation
- High Density Residential
- Institutional
- Recreation/Open Space
- 0
- Regional Activity Center

Application # **PZ** - 21 - 00500001

CITY OF COCOA

Serving the Community

COMPREHENSIVE PLAN AMENDMENT / DEVELOPMENT OF REGIONAL IMPACT APPLICATION

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/ Local Planning Agency and City Council hearings. A pre-application meeting with Staff is **required**.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

1. **Type of Application:**
   - [x] Small-scale Comprehensive Plan - Map Amendment
   - [ ] Expedited Comprehensive Plan - Map Amendment
   - [ ] Expedited Comprehensive Plan - Text Amendment
2. **Existing Future Land Use Category (*if applicable*):** _____
3. **Proposed Future Land Use Category (*if applicable*):** _____
4. **Existing Zoning Category (*if applicable*):** ESTATE USE (3STORIES)
5. **Proposed Zoning Category (*separate application*):** RU-2IS
6. **DRI Statutory Thresholds Being Exceeded (*if applicable*):** _____
7. **Proposed text amendment policies (*if applicable*):** _____

RECEIVED
APR 29 2021
By _____

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

Company (if applicable): PRIVATE PROPERTY DEV. & CAREY PROPERTIES LLC
Name: ALECK GREENWOOD (EQUAL PARTNER)
Mailing Address: P.O. BOX 1077
City: COCOA State: FLA Zip Code: 32923
Phone #: (321) 917-3770 Fax #: (321) 632-0527
Mobile #: (321) 917-3770 E-mail: AGREENWOOD2@CFL.RR.COM

9. Property Owner Information: * *Check here if same as Applicant* → ☐

* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): OAKEY PROPERTIES LLC (EQUAL PARTNER)

Name: JIM MILLER (EQUAL PARTNER)

Mailing Address: 12466 HONDRUP DRIVE

City: FULTON State: MD Zip Code: 20759

Phone #: (443) 812-4569 Fax #: _____

Mobile #: (443) 812-4569 E-mail: JIMMILLER1019@YAHOO.COM

10. Applicant's Representatives: * *If more than three other representatives, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: KLECK GREENWOOD (EQUAL PARTNER)

Mailing Address: P.O. BOX 1077

City: CEDAR State: FL Zip Code: 32923

Phone #: (321) 917-3770 Fax #: (321) 632-0527

Mobile #: (321) 917-3770 E-mail: GREENWOOD2@CFL.RR.COM

Company (if applicable): _____

Name: N/A

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

Company (if applicable): _____

Name: N/A

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

11. Property Information (*if applicable*):

Street Address and Location: Dixie Blvd & Indian River Rd Cocoa

Parcel ID: * *If more than three Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-21-BY-*5□□□.□-□□□□.□□

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Tax Account Numbers: * *If more than three Tax Account #s, attach additional sheet with Tax Account #s.*

2416870 □□□□□□□

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Land Area: 23,958.39/f square feet or .55 acres

Existing Use(s) on Property: VACANT LAND

Proposed Use(s) on Property: RU 2-15 (OR) FOUR UNITS

12. Please submit the following items in order complete the application:

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060

c. ☐ **Petition.** Complete the Comprehensive Plan Amendment Petition form. A sample "Petition" form is available from the City.

d. ☐ **Application fee.** The fee for Small-Scale Amendments is $500.00. The fee for Expedited Amendments is $1000.00 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.

e. ☐ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

f. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

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

h. ☐ **Certified boundary survey.** Submit a boundary survey certified to the City of Cocoa showing all existing structures and all proposed structures.

i. ☐ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

j. ☐ **A general description of the proposed amendment to the comprehensive development plan, explaining why the amendment is necessary or appropriate.**

k. ☐ **An analysis of the fiscal impact of the proposed amendment on the city's finances, if any.**

l. ☐ **An analysis of the impact of the amendment on all public facilities, if any.**

m. ☐ **An analysis of the impact of the amendment on the environment and natural and historical resources, if any.**

n. ☐ **An analysis of the degree of consistency of the proposed amendment with city's comprehensive plan.**

o. ☐ **An analysis of the impact upon the city's ability to provide adequate public facilities and maintain the existing level of service for public facilities as identified in the comprehensive plan, if the amendment is granted.**

p. ☐ **If the application involves a specific parcel of real property, a statement regarding compatibility of the amendment with surrounding neighborhoods and land uses.**

q. ☐ **A statement regarding the proposed amendment's impact upon any other provisions in the comprehensive plan, and whether an internal inconsistency between provisions might be created.**

r. ☐ **Consistent with Future Land Use Element Policies 1.1.2 G(6)(C) and H(5)(C), the following are required if the applicant is proposing to designate (or expand) new Commercial or Neighborhood Commercial areas:**

1. Land Use Compatibility Study
2. Transportation Study
3. Market Study

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

13. **Application filing deadline.** Applications are processed in as timely a manner as possible and will be scheduled for the next available Planning & Zoning Board and City Council meeting once the analysis and staff report has been completed.

14. **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!

15. **Dates and locations of public hearings.** All applications require one hearing in front of the Planning & Zoning Board/ Local Planning Agency and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board/ Local Planning Agency hearings and City of Cocoa Council meetings are held at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

16. **Board types.** The Planning & Zoning Board/ Local Planning Agency 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Planning & Zoning Board/ Local Planning Agency 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.

22. **City Council action.** *Small-scale amendments* require one City Council public hearing, after which the amendments are transmitted to the Department of Economic Opportunity (DEO) for their files. If approved by Council, the typical effective date is thirty-one (31) days after adoption by City Council. *Expedited amendments* require two separate City Council public hearings. After the first hearing, the amendment must be transmitted to DEO and other state agencies for detailed review. Comments from this review are due to the City within thirty (30) days. The City then has 180 days to address any comments and hold the second City Council hearing. If approved by Council, the typical effective date is thirty-one (31) days after adoption by City Council.

23. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Aleck Greenwood 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)

ALECK GREENWOOD
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Notary Public State of Florida
Torri Edwards
My Commission GG 139371
Expires 08/29/2021

Torri Edwards
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 29 day of April, 20 21

FOR OFFICE USE ONLY

Fee of $ 500.- in cash ☐ or check ☑ (No. 8516) payable to the "City of Cocoa".

Receipt Number: _____

Date: 4-29-21

Signature from Planning & Zoning Division:

COMPREHENSIVE PLAN AMENDMENT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a comprehensive plan amendment as specified below:

In order to approve a comprehensive plan amendment, the Planning & Zoning Board/ Local Planning Agency and City Council must consider and study the criteria listed below (as described in Section 15-11(c) 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/ Local Planning Agency and City Council. Use extra sheets if necessary.

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

THE PROPOSAL WILL FAVORABLY IMPACT THE CITY'S BUDJET OR THE ECONOMY OF THE REGION.

b. Whether the proposal will diminish the service level of public facilities.

WILL NOT DIMINISH THE SERVICE LEVEL OF PUBLIC FACILITIES

c. **Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.**

THE PROPOSAL will FAVORABLY IMPACT THE ENVIRONMENT AND THE NATURAL OR HISTORICAL RESOURCES OF THE CITY OR REGION

d. **Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Chapter 29F-19.001, Florida Administrative Code.**

THE PROPOSAL IS CONSISTENT WITH GOALS, POLICIES, AND OBJECTIVES OF THE STATE COMPREHENSIVE PLAN SET FORTH IN CHAPTER 187, FLORIDA STATUTES, AND THE EAST CENTRAL FLORIDA COMPREHENSIVE REGIONAL POLICY PLAN, ADOPTED BY CHAPTER 29F-19.001, FLORIDA ADMINISTRATIVE CODE

e. **Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.**

THE PROPOSAL will FAVORABLY AFFECT THE CITY'S ABILITY TO PROVIDE ADEQUATE PUBLIC FACILITIES AND will NOT REDUCE THE LEVEL OF SERVICE FOR PUBLIC FACILITIES BELOW THE LEVEL OF SERVICE SET IN THE COMPREHENSIVE PLAN.

f. **Whether the proposal is incompatible with surrounding neighborhoods and land uses.**

THE PROPOSAL IS COMPATIBLE WITH SURROUNDING NEIGHBORHOOD AND LAND USES.

RMA15 ZONING EXISTS ACROSS STREET AND INCLUDES MULTIPLE 3 STORY APARTMENT BUILDINGS ALREADY PRESENT.

g. **Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.**

THE PROPOSAL will HAVE A FAVORABLE EFFECT ON THE ABILITY OF PEOPLE TO FIND ADEQUATE NEW HOUSING REASONABLY ACCESSIBLE TO THEIR PLACES OF EMPLOYMENT.

h. **If the amendment being requested is consistent with all the elements of the comprehensive plan.**

THE AMENDMENT BEING REQUESTED IS CONSISTENT WITH ALL THE ELEMENTS OF THE COMPREHENSIVE PLAN.

11:00

Applicant's Signature

4-29-21

Date

ALECK GREENWOOD

Applicant's Printed Name

If there are any questions contact the Planning and Zoning Division, City Hall, 65 Stone Street, Cocoa, FL 32922.

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005380128
Pymt Method Invoice
Net Amount 579.57

Run Times: 1

No. of Affidavits: 1

Run Dates: 08/23/22

Text of Ad:

AD#5380128 8/23/2022

CITY OF COCOA NOTICE OF PUBLIC HEARING, COMPREHENSIVE PLAN MAP AND ZONING MAP AND TEXT AMENDMENTS
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

1. PZ-20-0200003 – Arbours At Cocoa Landing – Large-Scale Site Plan Approval Extension CONSIDERATION OF AN EXTENSION OF THE DURATION OF SITE PLAN APPROVAL FOR THE ARBOURS AT COCOA LANDING LARGE SCALE SITE PLAN PREVIOUSLY APPROVED ON DECEMBER 15, 2020 TO DECEMBER 15, 2022.

2. PZ-21-0500001 – Small-Scale Comprehensive Plan Amendment (Dixon Four--Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

3. PZ-21-02100001 – Zoning Map Amendment (Dixon Four-Plex)
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATIION OF ONE (1) PARCEL OF REAL PROPERTY, APPROIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCBRIED ON EXHIBIT "A" ATTACHED HERETO; FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

4. PZ 22-00200003 – Large Scale Site Plan (Diamondback Marine Division)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (DIAMONDBACK MARINE DIVISION) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 19, M-2 ZONING, TO ALLOW FOR THE CONSTRUCTION OF TWO (2) INDUSTRIAL MANUFACTURING BUILDINGS TOTALING 210,000 SQUARE FEET IN TWO (2) PHASES AND ASSOCIATED INFRASTRUCTURE ON A ±29.25-ACRE SITE. PARCEL ID NUMBER: 24-35-12-00-506 FROM BREVARD COUNTY RECORDS.

5. PZ 22-00200001 – Large Scale Site Plan (Orchid Lake)
CONSIDERATION OF A LARGE-SCALE SITE PLAN (ORCHID LAKE) CONSISTENT WITH APPENDIX A, ZONING, ARTICLE XI, SECTION 5, RU-2-15, AND RESOLUTION

2022-032, TO ALLOW FOR THE CONSTRUCTION OF FOUR (4) APARTMENT BUILDINGS CONSISTING OF 90-UNITS OF AFFORDABLE MULTIFAMILY RENTAL HOUSING WITH RELATED FACILITIES AND ASSOCIATED INFRASTRUCTURE ON A ±7.63-ACRE SITE. PARCEL ID NUMBER: 24-36-20-00-289 FROM BREVARD COUNTY RECORDS.

6. Planning User Charges and Fee Ordinance –
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING, ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
September 7th, 2022
AT 6:00 P.M. OR SOON THEREAFTER

CITY COUNCIL PUBLIC HEARING ON ITEMS 2, 3, AND 6 ONLY WILL BE HELD ON
September 27, 2022
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.
Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the BOA, P&Z Board/LPA or City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.
The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Sandra Leone, City Planner, at (321) 433-8535 or sleone@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified

dence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Mrs. Leone via email or mail at least three (3) days prior to the hearing.

Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

COURTESY NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

Carey Properties is petitioning the **Planning & Zoning Board** for the following item:

1. **PZ-21-0500001 – Small-Scale Comprehensive Plan Amendment (Dixon Four-Plex)**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

2. **PZ-21-02100001 – Zoning Map Amendment (Dixon Four-Plex)**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATIION OF ONE (1) PARCEL OF REAL PROPERTY, APPROIMATELY .59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCBRIED ON EXHIBIT "A" ATTACHED HERETO; FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. NUMBER :24-36-21-BM-*-5 FROM BREVARD COUNTY PROPERTY APPRAISER RECORDS.

The Board will hold a public hearing on this request at 6:00 p.m. on Wednesday, **September 7, 2022.**

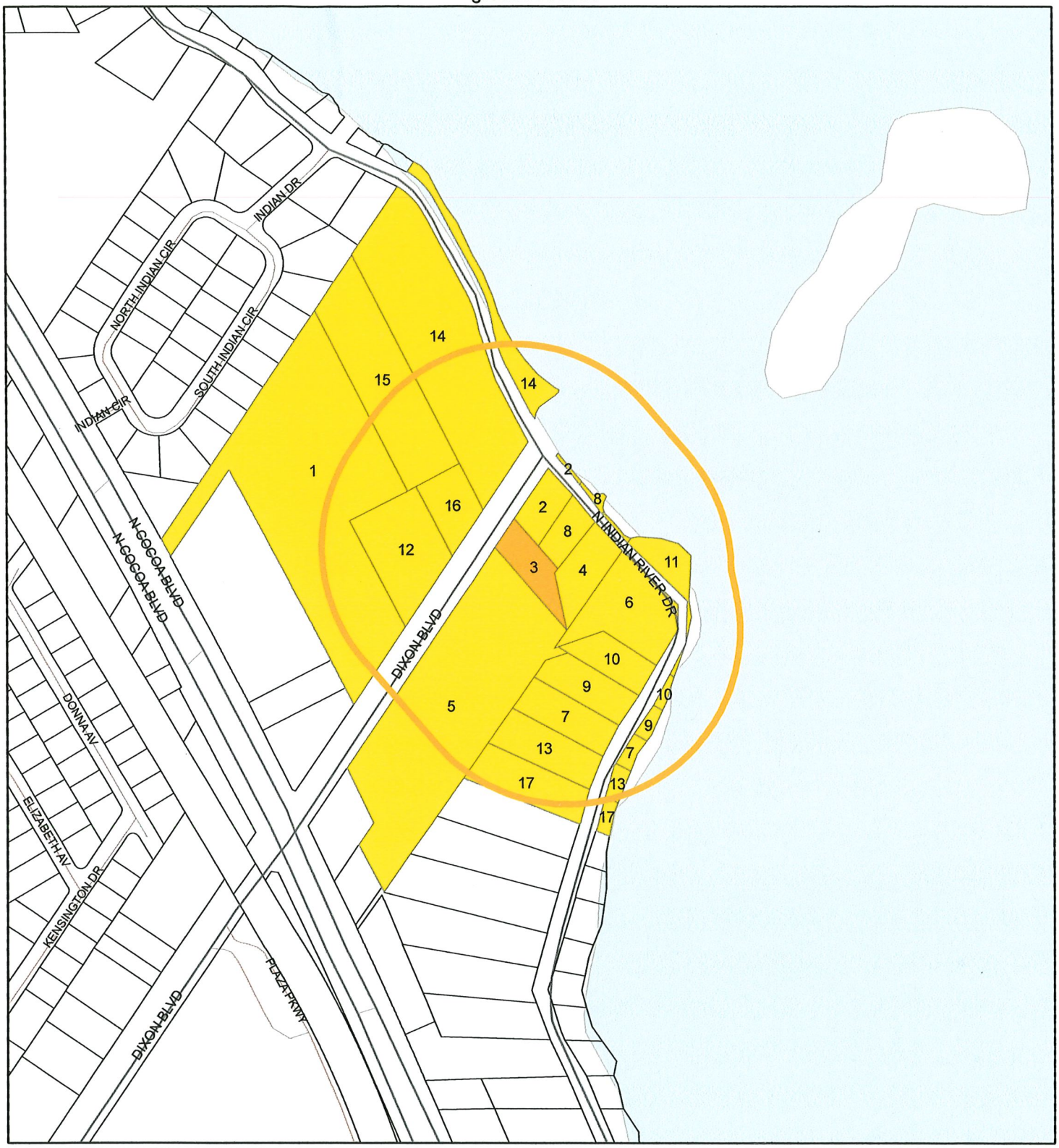
in the City of Cocoa Council Chambers located at 65 Stone Street, Cocoa, Florida. All interested parties are invited to attend and will be heard if desired.

Angela Essing, Growth and Economic Development Director

RADIUS MAP

GREENWOOD, ALECK

greenwood500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Buffer

Subject Property

Notify Property

Parcels

Legislation Details (With Text)

File #:	22-574	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	9/19/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Consider Ms. Verna Hughes, 1st Alternate member on the Code Enforcement Board, to fulfill the unexpired term of Ms. Kimberly Curtis through June, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hughes: Board Application.pdf Code Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 19, 2022
Agenda Date: September 27, 2022
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider Ms. Verna Hughes, 1st Alternate member on the Code Enforcement Board, to fulfill the unexpired term of Ms. Kimberly Curtis through June, 2024.

BACKGROUND:

Ms. Verna Hughes was appointed as an Alternate member to the Code Board in May, 2022. She has been an active member on the Board since then and is interested in being considered for the Regular member seat. If appointed, she would fulfill the unexpired term of Kimberly Curtis through June, 2024.

A current board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider Ms. Verna Hughes, 1st Alternate member on the Code Enforcement Board, to fulfill the unexpired term of Ms. Kimberly Curtis through June, 2024.

RECEIVED

APR 19 2022

Human Resources

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[1], 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)

Name: Verna Hughes Application Date: April 13, 2022

Street Address, Including Zip Code: 15 N Indian River Dr #304 Cocoa, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ✓ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-626-5000

Place of Business: D/N/A - Retired

Title/Position Held: Sr Underwriter/Program Manager

Date of Birth[2] [redacted]

Email Address: Vernabrunner@cs.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
	Pension Board - General Employees	✓	Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	_____
Do you own property or a business in Cocoa?	Yes	✓	No	_____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	_____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on 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.

In insurance, personal + comm'l, for 37+ years. Managed large accts, programs, + a unit of underwriters. Responsible for administration, reviews etc. Talked to state agencies + attended conventions, helped sit up + discussed with indep. agents. Self starter or team player

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

✓ Physically Disabled (Hocom)

Code Enforcement Board **Meets Third Thursday Every Month @ 6pm** **Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Michael Simpson	12 N. Fiske Blvd. Cocoa, FL 32922 Mikesimps67@yahoo.com	813-494-2671	07/26/2022 Appointed to Regular position 05/24/2022 Appointed as Alternate	2025
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	06/21 Reappointed 01/2021 appointed	2024
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2023
Lloyd Roberts	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2024
Edward Green (Replaced Michael Klug) Vice Chairperson	104 Riverside Dr. Apt. 204 Cocoa, FL 32922 Edgreen20@gmail.com	321-617-5554	06/21 Reappointed 08/18 Appointed	2024
~~Kimberly Curtis~~	~~772 Cressa Circle~~ ~~Cocoa, FL 32926~~ ~~Kimberlycurtis425@gmail.com~~	~~321-261-1125 hm~~	~~06/21 Reappointed~~ ~~08/20 Appointed as Regular member to *fulfill Scott Hannon's term*~~	~~2024~~
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	06/21 Reappointed 07/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2024
1st Alternate Verna Hughes	15 N. Indian River Drive #304 Cocoa, FL 32922 Vernabrunner@cs.com	626-5000 cell	05/24/2022 Appointed	No expiration
2nd Alternate **VACANCY**				No expiration
LIAISON	Councilman Dyal	474-4924	Updated 05/22	

Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	22-538	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	8/31/2022			**In control:**	City Council
On agenda:	9/27/2022			**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, 2020 through September 30, 2023, modifying Article 17 Wages to provide annual wage increases for Fiscal Year 2023. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Labor, labor union, PBA				
Code sections:					
Attachments:	PBA Lieutenants Contract FY21-23 with FY23 Wage Opener (FINAL).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2022
Agenda Date: September 27, 2022
Prepared By: Tammy B. 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, 2020 through September 30, 2023, modifying Article 17 Wages to provide annual wage increases for Fiscal Year 2023.

BACKGROUND:

On September 23, 2020, City Council approved a three-year collective bargaining agreement (CBA) effective October 1, 2020 through September 30, 2023 for the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants. As part of the CBA, for Fiscal Years 2022 and 2023, wage increases are established through the negotiations process.

Several negotiation sessions were held between parties for FY2023 wage increases. A tentative agreement was reached through the negotiations process. The union held a ratification vote on September 23, 2022 to ratify the wage increases. A summary of contract changes includes:

Article 17 - Wages:

Section 1. Effective the first payroll period of Fiscal Year 2023, bargaining unit members will receive a salary increase of XXX percent (X%).

Section 5. Increase of shift differential from $50 to $100 bi-weekly.

Section 6. City agrees to review compensation again after current vacancies are filled during new Fiscal Year.

STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. The contract provides for a competitive benefits package with competing area agencies and assist in retaining experienced employees.

BUDGETARY IMPACT:

Budgeted Yes, Pending FY 2023 Budget Adoption

PREVIOUS ACTION:

At a Regular City Council Meeting on September 28, 2021, Council approved 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, 2020 through September 30, 2023, modifying Article 17 Wages to provide annual wage increases for Fiscal Year 2022.

At a Regular City Council Meeting on September 23, 2020, Council approved a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (CFPBA) Lieutenants for the contract term of October 1, 2020 through September 30, 2023.

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, 2020 through September 30, 2023, modifying Article 17 Wages to provide annual wage increases for Fiscal Year 2023.

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AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(PBA)

LIEUTENANT UNIT

Fiscal Years 2021, 2022, and 2023

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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 Major 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 Major 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 Major'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. 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 6. 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.

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 October 1 of Fiscal Year 2021, the City shall provide bargaining unit members with a nine point seventeen percent (9.17%) wage increase. Effective the first payroll period of Fiscal Year 2022, bargaining unit members will receive a salary increase of seven percent (7%). Effective the first payroll period of Fiscal Year 2023, bargaining unit members will receive a salary increase of three percent (3%). The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	Grade	Minimum Annual	Maximum Annual
Police Lieutenant	PL1	$76,606.40	$112,964.80

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. The City agrees to review compensation again after current vacancies are filled during Fiscal Year 2023.

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 - 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, 2023. For Fiscal Years 2022 and 2023, 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, 2023 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	POLICE BENEVOLENT ASSOCIATION
_____	_____
MICHAEL BLAKE MAYOR	MIKE SCUDIERO EXECUTIVE DIRECTOR
_____	_____
STOCKTON WHITTEN CITY MANAGER	BILL WILLIAMS CHIEF NEGOTIATOR
_____	_____
DATE SIGNED	DATE SIGNED

Legislation Details (With Text)

File #:	22-543	**Version:**	1	**Name:**	August, 2022 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/2/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 8/31/2022. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.21 thru 8.31.22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 2, 2022
Agenda Date:	September 27, 2022
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2021 to 8/31/2022**.**

BACKGROUND:

The following reports for the period October 01, 2021 through August 31, 2022 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-21 thru 8-31-22

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 36

City Manager = 27

City of Cocoa CRA Board = 0

City Council = 9

Purchase Order Approvals 10-01-21 thru 8-31-22
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78613	10/14/2021	LisaCullen Tax Collector	$ 36,960.00	10/14/2021	Stockton Whitten
78617	10/14/2021	Five9 Inc	$ 36,060.00	10/14/2021	Stockton Whitten
78625	10/14/2021	MCCI, LLC	$ 36,775.15	10/14/2021	Stockton Whitten
78641	10/14/2021	Brev City Emergency Management	$ 41,580.00	10/14/2021	Stockton Whitten
78678	10/14/2021	Trane US	$ 43,696.00	10/14/2021	Stockton Whitten
78805	10/28/2021	Polydyne Inc	$ 42,000.00	10/26/2021	Stockton Whitten
78812	10/28/2021	Hach Company	$ 35,594.20	10/27/2021	Stockton Whitten
78818	10/28/2021	Insource Software Solutions	$ 36,135.98	10/27/2021	Stockton Whitten
78887	11/12/2021	BlueAlly Technology Solutions	$ 42,843.12	11/10/2021	Stockton Whitten
78888	11/12/2021	DRMP, Inc	$ 38,460.00	11/10/2021	Stockton Whitten
79073	12/17/2021	Allied Universal Security Service	$ 39,839.20	12/16/2021	Stockton Whitten
79201	1/25/2022	Miracle Recreation Equipment	$ 37,896.02	1/25/2022	Stockton Whitten
79202	1/25/2022	Core & Main	$ 35,943.70	1/25/2022	Stockton Whitten
79240	2/8/2022	Goodson Paving Inc	$ 49,153.65	2/8/2022	Stockton Whitten
79303	2/25/2022	Community Services Council	$ 45,000.00	2/24/2022	Stockton Whitten
79305	2/25/2022	Ferguson Enterprises	$ 42,596.10	2/24/2022	Stockton Whitten
79434	3/31/2022	Alta Construction Equipment	$ 42,366.00	3/31/2022	Stockton Whitten
79435	3/31/2022	DMD Consultants, Inc	$ 49,980.00	3/31/2022	Stockton Whitten
79436	3/31/2022	Stantec Consulting Services	$ 42,045.34	3/31/2022	Stockton Whitten
79575	5/12/2022	Goodson Paving Inc	$ 49,000.00	5/10/2022	Stockton Whitten
79659	6/8/2022	Pro Co Inc	$ 49,747.50	6/4/2022	Stockton Whitten
79694	6/16/2022	Gerber Pumps Intl Inc	$ 49,998.00	6/15/2022	Stockton Whitten
79723	6/28/2022	Danus Utilities, Inc	$ 43,412.50	6/28/2022	Stockton Whitten
79756	7/14/2022	Core & Main LP	$ 35,245.30	7/13/2022	Stockton Whitten
79792	7/27/2022	Jacobs Engineering Group Inc	$ 35,056.00	7/27/2022	Stockton Whitten
79881	8/30/2022	Florida Historical Society	$ 50,000.00	8/29/2022	Stockton Whitten
79884	8/30/2022	Brev Cty Bd of Cty Comm	$ 36,011.95	8/29/2022	Stockton Whitten

27 **Purchase Order Approved by City Manager**

Prepared by Purchasing 9/2/2022

Purchase Order Approvals 10-01-21 thru 8-31-22
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Purchase Order Approvals 10-01-21 thru 8-31-22
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
78806	10/28/2021	Glover Oil Company	$ 41,012.00	10/13/2020	City Council
78807	10/28/2021	Glover Oil Company	$ 35,250.00	10/13/2020	City Council
79026	12/10/2021	Allied Universal Security Service	$ 49,794.40	9/23/2020	City Council
79066	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 45,228.00	11/9/2021	City Council
79068	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 49,130.00	11/9/2021	City Council
79071	12/17/2021	Alan Jay Chevrolet Buick GMC	$ 36,544.00	11/9/2021	City Council
79153	1/13/2022	Alan Jay Chevrolet Buick GMC	$ 44,176.00	11/9/2021	City Council
79200	1/25/2022	Underwater Solutions Inc	$ 45,150.00	1/11/2022	City Council
79304	2/25/2022	Family Promise of Brevard	$ 40,090.40	7/13/2021	City Council
79882	8/30/2022	Genuine Parts Company	$ 41,252.49	10/26/2021	City Council

9 **Purchase Order Approved by City Council**

Prepared by Purchasing 9/2/2022

Legislation Details (With Text)

File #:	22-562	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/14/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	FY 2022 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Pd 11. August - FY 2022 REVENUE Budget Tracking Worksheet.pdf Pd 11. August - FY 2022 EXPENSE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2022
Agenda Date: September 27, 2022
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director

Requested Action:
FY 2022 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2022 thru August 31, 2022.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

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FY 2022 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/16/22	001-0000-389.99-50	(634,500)	SLFRF FND FOR PUMPER TRK CONSENSUS APPROVAL-7/8/22		4307
1 Budget Amendments/Transfers			Division 0000 Total	($634,500)	
1 Total Budget Amendments/Transfers			**GENERAL FUND**	**($634,500)**	
08/09/22	103-0000-369.90-00	2,500	ACCEPT REHAB REVENUE RESO # 2022-081		4226
1 Budget Amendments/Transfers			Division 0000 Total	$2,500	
1 Total Budget Amendments/Transfers			**CDBG**	**$2,500**	
08/18/22	130-0000-331.90-02	1,940,989	SLFRF/ARPA FUNDING 7/8/22 CONSENSUS		4344
1 Budget Amendments/Transfers			Division 0000 Total	$1,940,989	
1 Total Budget Amendments/Transfers			**AMERICAN RESCUE PLAN FUND**	**$1,940,989**	
08/09/22	423-0000-338.10-05	40,000	SOIRL GRANT IRD - DIXON RESO # 2022-079		4225
1 Budget Amendments/Transfers			Division 0000 Total	$40,000	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$40,000**	

4 Transfers & Amendments between 8/1/2022 and 8/31/2022

FY 2022 TOTAL TRANSFERS & AMENDMENTS **1,348,989**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2022 - Budget Tracking Worksheets\FY 2022 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 9/14/2022

FY 2022 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
08/16/22	001-1100-512.55-00	(16)	FND WAREHOUSE SUPPLIES JULY CLEANUP		4308
	001-1100-512.52-00	16			
1 Budget Amendments/Transfers			Division 1100 Total	$0	
1105 - ECONOMIC DEVELOPMENT					
08/16/22	001-1105-559.47-00	(160)	FND WHITEBOARD PURCHASE JULY CLEANUP		4308
	001-1105-559.52-00	(49)			
	001-1105-559.55-00	(13)			
	001-1105-559.54-00	13			
	001-1105-559.51-00	49			
	001-1105-559.56-15	160			
1 Budget Amendments/Transfers			Division 1105 Total	$0	
1601 - EMERGENCY/DISASTER SVS					
08/16/22	001-1601-525.31-00	(2,463)	BROADBAND - 17 NEW RADIOS JULY CLEANUP		4308
	001-1601-525.41-00	2,463			
1 Budget Amendments/Transfers			Division 1601 Total	$0	
1801 - HUMAN RESOURCES					
08/16/22	001-1801-513.23-04	(2,700)	FND NEO GOV TRAINING JULY CLEANUP		4308
	001-1801-513.55-00	2,700			
1 Budget Amendments/Transfers			Division 1801 Total	$0	
2100 - POLICE ADMIN/OPERATIONS					
08/16/22	001-2100-521.56-15	5,080	FND PROJECTOR FOR TRAININ JULY CLEANUP		4308
	001-2100-521.49-02	(800)	FND VEHICLE TAG & REG JULY CLEANUP		4308
	001-2100-521.49-00	800			
2 Budget Amendments/Transfers			Division 2100 Total	$5,080	
2132 - CODE ENFORCEMENT					
08/16/22	001-2132-524.40-00	(2,950)	FND PROJECTOR FOR TRAININ JULY CLEANUP		4308
	001-2132-524.55-00	(2,130)			
1 Budget Amendments/Transfers			Division 2132 Total	($5,080)	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2201 - FIRE OPERATIONS					
08/16/22	001-2201-522.52-02	(3,800)	FND FUEL/UTILITIES TO YE JULY CLEANUP		4308
	001-2201-522.52-10	1,000	FND HEATING FUEL TO YE JULY CLEANUP		4308
	001-2201-522.43-00	2,800	FND UTILITIES TO YE JULY CLEANUP		4308
	001-2201-522.64-00	(634,500)	SLFRF FND FOR PUMPER TRK CONSENSUS APPROVAL-7/8/22		4307
4	Budget Amendments/Transfers		Division 2201 Total	($634,500)	
3200 - ADMINISTRATION					
08/16/22	001-3200-515.54-00	(600)	FND AICP AD PLACEMENT JULY CLEANUP		4308
	001-3200-515.48-00	600			
	001-3200-515.51-00	(275)	FND SUPP CHAIN COST INC JULY CLEANUP		4308
	001-3200-515.42-00	(250)			
	001-3200-515.52-00	5			
	001-3200-515.46-03	520			
2	Budget Amendments/Transfers		Division 3200 Total	$0	
3520 - PARKS & BEAUTIFICATION					
08/16/22	001-3520-572.46-00	(1,500)	FND CERT & LICENSE RENEW JULY CLEANUP		4308
	001-3520-572.49-00	1,500			
1	Budget Amendments/Transfers		Division 3520 Total	$0	
3560 - FACILITY MANAGEMENT					
08/16/22	001-3560-519.46-02	(500)	FND INSP-RIVERFR PED BRI JULY CLEANUP		4308
	001-3560-519.31-00	500			
1	Budget Amendments/Transfers		Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
08/16/22	001-3580-519.46-02	(5,978)	RCLS PO 78867 ADS SECURIT		4306
	001-3580-519.46-02	(1,054)			
	001-3580-519.62-00	1,054			
	001-3580-519.62-00	5,978			
	001-3580-519.46-02	(1,786)	RCLS PO 78870 EST CST FNC		4306
	001-3580-519.44-00	(1,722)			
	001-3580-519.62-00	1,722			
	001-3580-519.62-00	1,786			
	001-3580-519.46-02	(1,485)	RCLS PO 78878 CRAFTSMAN		4306
	001-3580-519.62-00	1,485			
	001-3580-519.46-02	(4,150)	RCLS PO 78882 PICASSO PAI		4306
	001-3580-519.62-00	4,150			
	001-3580-519.46-02	(12,128)	RCLS PO 78884 C&D CONSTR		4306
	001-3580-519.62-00	12,128			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/16/22	001-3580-519.46-02	(8,679)	RCLS PO 78910 FINEST FLRS		4306
	001-3580-519.62-00	8,679			
	001-3580-519.46-02	(840)	RCLS PO 78963 FINEST FLRS		4306
	001-3580-519.62-00	840			
	001-3580-519.46-02	(3,596)	RCLS PO 78997 ELEGANCE DE		4306
	001-3580-519.62-00	3,596			
	001-3580-519.46-02	(4,727)	RCLS PO 79095 INTEG FIRE		4306
	001-3580-519.62-00	4,727			
	001-3580-519.46-02	(1,956)	RCLS PO 79142 BLINDS ALL		4306
	001-3580-519.62-00	1,956			
10 Budget Amendments/Transfers				Division 3580 Total $0	
25 Total Budget Amendments/Transfers			**GENERAL FUND**	**($634,500)**	
3240 - HOUSING GRANTS					
08/09/22	103-3240-554.83-13	2,500	FND 1219 DUKE WAY REHAB RESO # 2022-081		4226
1 Budget Amendments/Transfers				Division 3240 Total $2,500	
1 Total Budget Amendments/Transfers			**CDBG**	**$2,500**	
3240 - HOUSING GRANTS					
08/16/22	104-3240-554.51-00	(2)	FND ROUNDING ERROR JULY CLEANUP		4308
	104-3240-554.83-22	2			
1 Budget Amendments/Transfers				Division 3240 Total $0	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
08/01/22	110-3230-559.39-00	(17,629)	FND 10 TRASH RECEPTICLES RESO # 22-422		4081
	110-3230-559.52-00	17,629			
1 Budget Amendments/Transfers				Division 3230 Total $0	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
08/15/22	111-3230-559.39-00	(8,511)	2 EBIKES FOR COCOA PD RESO # 22-452		4341
	111-3230-559.49-00	8,511			
1 Budget Amendments/Transfers				Division 3230 Total $0	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$0**	
1203 - INFORMATION TECHNOLOGY					
08/18/22	130-1203-516.64-15	121,000	FIBER RING CITY HALL 7/8/22 CONSENSUS		4344
	130-1203-516.64-15	283,265	SERVER REPLACEMENT CITY H 7/8/22 CONSENSUS		4344
2 Budget Amendments/Transfers				Division 1203 Total $404,265	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1510 - FINANCE UTILITY ACCOUNTNG					
08/18/22	130-1510-536.83-02	(29,106)	REMAINING UT PAYMENTS 7/8/22 CONSENSUS		4344
1	Budget Amendments/Transfers		Division 1510 Total	($29,106)	
1600 - GENERAL OPERATIONS					
08/18/22	130-1600-513.39-00	(24,246)	FND PARKS COST OVERRUN 7/8/22 CONSENSUS		4344
	130-1600-513.39-00	(16,255)			
1	Budget Amendments/Transfers		Division 1600 Total	($40,501)	
2100 - POLICE ADMIN/OPERATIONS					
08/18/22	130-2100-521.64-00	4,224	POLICE VEHICLE STRIPING 7/8/22 CONSENSUS		4344
	130-2100-521.64-00	258,085	POLICE VEHICLES (5) 7/8/22 CONSENSUS		4344
2	Budget Amendments/Transfers		Division 2100 Total	$262,309	
2201 - FIRE OPERATIONS					
08/18/22	130-2201-522.64-00	634,500	FIRE PUMPER TRUCK 7/8/22 CONSENSUS		4344
	130-2201-522.64-00	246,184	FIRE TRAINING TRAILER 7/8/22 CONSENSUS		4344
2	Budget Amendments/Transfers		Division 2201 Total	$880,684	
3560 - FACILITY MANAGEMENT					
08/18/22	130-3560-519.64-00	(936,005)	NOT REPLACING HVAC 7/8/22 CONSENSUS		4344
1	Budget Amendments/Transfers		Division 3560 Total	($936,005)	
3570 - STORMWATER UTILITY					
08/18/22	130-3570-538.64-00	172,532	STORMWATER DUMP TRUCK 7/8/22 CONSENSUS		4344
	130-3570-538.64-00	495,148	STORMWATER GRADALL 7/8/22 CONSENSUS		4344
2	Budget Amendments/Transfers		Division 3570 Total	$667,680	
3580 - CAPITAL PROJECTS MNGMT					
08/18/22	130-3580-572.63-00	731,663	PARKS COST OVERRUN 7/8/22 CONSENSUS		4344
1	Budget Amendments/Transfers		Division 3580 Total	$731,663	
12	Total Budget Amendments/Transfers		**AMERICAN RESCUE PLAN FUND**	**$1,940,989**	
1515 - UTILITY SUPPORT SERVICES					
08/16/22	421-1515-536.52-00	(920)	FND CS MOD -IMPORT/EXPORT JULY CLEANUP		4308
	421-1515-536.34-00	920			
	421-1515-536.64-00	1,223	FND KIOSK AWNING JULY CLEANUP		4308
2	Budget Amendments/Transfers		Division 1515 Total	$1,223	
4010 - WATER ADMINISTRATION					
08/16/22	421-4010-536.51-00	(506)	AWWA ACE CONF- AST UT DIR JULY CLEANUP		4308
	421-4010-536.40-00	506			
1	Budget Amendments/Transfers		Division 4010 Total	$0	
4020 - DYAL PLANT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/16/22	421-4020-536.42-00	(5,042)	FND XYLEM FOR OZONE SYS JULY CLEANUP		4308
	421-4020-536.31-00	5,042			
1 Budget Amendments/Transfers			Division 4020 Total	$0	
4025 - WATER FIELD OPERATIONS					
08/16/22	421-4025-536.64-00	(7,145)	CORR ACCT FOR NON CAPITAL JULY CLEANUP		4308
	421-4025-536.46-02	7,145			
1 Budget Amendments/Transfers			Division 4025 Total	$0	
4055 - ENGINEERING					
08/16/22	421-4055-536.12-00	(1,223)	FND KIOSK AWNING JULY CLEANUP		4308
1 Budget Amendments/Transfers			Division 4055 Total	($1,223)	
4120 - WATER RECLAMATION					
08/16/22	421-4120-536.46-00	(500)	FND NEW HIRE SHOE ALLOWAN JULY CLEANUP		4308
	421-4120-536.20-00	500			
1 Budget Amendments/Transfers			Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
08/16/22	421-4125-536.40-00	(628)	FND ELECTRICAL APP PROG JULY CLEANUP		4308
	421-4125-536.31-03	(525)			
	421-4125-536.55-00	1,153			
1 Budget Amendments/Transfers			Division 4125 Total	$0	
8 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$0**	
3570 - STORMWATER UTILITY					
08/09/22	423-3570-538.63-00	40,000	DESIGN & PERMITTING 50% RESO # 2022-079		4225
	423-3570-538.63-00	79,906	FND ADDTL ENG COSTS IRD RESO # 2022-079		4225
	423-3570-538.63-00	(26,000)	FND CIPP IRD OUTFALLS RESO # 2022-082		4227
	423-3570-538.63-00	26,000			
	423-3570-538.63-00	(79,906)	PROJECT TRX FOR IRD FEES RESO # 2022-079		4225
4 Budget Amendments/Transfers			Division 3570 Total	$40,000	
4 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$40,000**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

53 Transfers & Amendments between 8/1/2022 and 8/31/2022

FY 2022 TOTAL TRANSFERS & AMENDMENTS	**1,348,989**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2022 - Budget Tracking Worksheets\FY 2022 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 9/14/2022

Legislation Details (With Text)

File #:	22-563	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/14/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report August 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2022
Agenda Date: September 27, 2022
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending August 2022 (FY22) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This August 2022 (FY22) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2022 Budget by Classification Report - Summary Listing

8/31/2022

Target for August 2022 is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 11,201,437	$ -	$ 11,000,046	$ 201,391	98%
OTHER PERMITS AND FEES	$ 4,659,809	$ -	$ 4,567,690	$ 92,119	98%
INTERGOVERNMENTAL	$ 3,019,811	$ -	$ 2,552,229	$ 467,582	85%
CHARGES FOR SERVICES	$ 13,768,336	$ -	$ 13,054,910	$ 713,426	95%
FINES AND FORFEITURES	$ 14,000	$ -	$ 40,907	$ (26,907)	292%
MISCELLANEOUS	$ 591,867	$ -	$ 484,642	$ 107,225	82%
OTHER SOURCES (NON-REVENUE)	$ 18,537,464	$ -	$ 9,878,429	$ 8,659,035	53%
REVENUE TOTALS	**$ 51,792,724**	**$ -**	**$ 41,578,852**	**$ 10,213,872**	**80%**
EXPENSE					
SALARIES AND BENEFITS	$ 26,407,880	$ 1,021	$ 21,426,396	$ 4,980,463	81%
OPERATING EXPENDITURES	$ 15,838,636	$ 1,369,865	$ 9,647,176	$ 4,821,595	70%
CAPITAL OUTLAY	$ 6,619,624	$ 726,439	$ 2,843,807	$ 3,049,378	54%
GRANTS, AIDS AND OTHER	$ 2,926,584	$ -	$ 4,562,667	$ (1,636,083)	**156%
EXPENSE TOTALS	**$ 51,792,724**	**$ 2,097,325**	**$ 38,480,047**	**$ 11,215,352**	**78%**
REVENUE TOTALS	**$ 51,792,724**	**$ -**	**$ 41,578,852**	**$ 10,213,872**	**80%**
EXPENSE TOTALS	**$ 51,792,724**	**$ 2,097,325**	**$ 38,480,047**	**$ 11,215,352**	**78%**
	$ -	**$ (2,097,325)**	**$ 3,098,806**	**$ (1,001,481)**	

*Unaudited

** Accounting software requires inter-fund transaction to transfer investment between funds. There will be an accounting adjustment at year-end to correct this transfer.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	0	2,724.68		7,649,355	7,376,852.94	96	7,649,355	272,502.06
20 00	DELINQUENT TAXES	5,000	20.09		10,000	1,305.91-	13	15,000	16,305.91
25 00	PENALTIES RE: TAXES	5,000	862.72	17	5,000	26,729.42	535	5,000	21,729.42-
30 00	TAX CERTIFICATES	0	.00		200,000	269,807.07	135	200,000	69,807.07-
311 **	AD VALOREM	10,000	3,607.49	36	7,864,355	7,672,083.52	98	7,869,355	197,271.48
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	50,000	33,527.06	67	550,000	584,311.70	106	600,000	15,688.30
312 **	SALES USE AND FUEL TAXES	50,000	33,527.06	67	550,000	584,311.70	106	600,000	15,688.30
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	218,244.18	175	1,375,000	1,480,367.54	108	1,500,000	19,632.46
30 00	WATER-COCOA	30,423	35,426.77	116	334,653	398,458.77	119	365,082	33,376.77-
40 00	GAS	4,166	3,810.09	92	45,826	52,100.58	114	50,000	2,100.58-
80 00	PROPANE	1,666	1,485.57	89	18,326	23,727.24	130	20,000	3,727.24-
314 **	UTILITY SERVICE TAX	161,255	258,966.61	161	1,773,805	1,954,654.13	110	1,935,082	19,572.13-
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	54,166	53,071.90	98	595,826	614,017.05	103	650,000	35,982.95
315 **	COMMUNICATION SERVICE TAX	54,166	53,071.90	98	595,826	614,017.05	103	650,000	35,982.95
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	942	129,792.16	3778	146,058	174,979.41	120	147,000	27,979.41-
316 **	LOCAL BUSINESS TAX	942	129,792.16	3778	146,058	174,979.41	120	147,000	27,979.41-
310 ***	TAXES	276,363	478,965.22		10,930,044	11,000,045.81		11,201,437	201,391.19
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	100,000	111,932.69	112	1,100,000	1,043,714.11	95	1,200,000	156,285.89
40 00	GAS	6,250	6,634.83	106	68,750	83,920.34	122	75,000	8,920.34-
70 00	SOLID WASTE	23,116	23,828.78	103	254,276	258,446.29	102	277,402	18,955.71
323 **	FRANCHISE FEES	129,366	142,396.30	110	1,423,026	1,386,080.74	97	1,552,402	166,321.26
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	0	.00		2,901,407	2,946,636.03	102	2,901,407	45,229.03-
22 02	F ASSMNT DELINQ TAXES	0	314.20		2,000	7,496.96	375	2,000	5,496.96-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22	03	F ASSMNT PENALTIES	0	93.19		2,000	13,019.55	651	2,000	11,019.55-
22	04	F ASSMNT TAX CERTS	0	.00		150,000	151,607.75	101	150,000	1,607.75-
22	*	FIRE PROTECTION	0	407.39		3,055,407	3,118,760.29	102	3,055,407	63,353.29-
325	**	SPECIAL ASSESSMENT	0	407.39		3,055,407	3,118,760.29	102	3,055,407	63,353.29-
329		OTHER PERMITS & FEES								
10	01	FIRE INSPECTION FEES	2,500	2,980.00	119	7,500	26,160.00	349	10,000	16,160.00-
10	*	INSPECTION FEES	2,500	2,980.00	119	7,500	26,160.00	349	10,000	16,160.00-
25	00	PLANNING AND ZONING	3,500	2,685.00	77	38,500	36,688.64	95	42,000	5,311.36
35	00	FIRE INSPECTIONS	1,667-	.00		1,663	.00		0	.00
329	**	OTHER PERMITS & FEES	4,333	5,665.00	131	47,663	62,848.64	132	52,000	10,848.64-
320	***	OTHER PERMITS & FEES	133,699	148,468.69		4,526,096	4,567,689.67		4,659,809	92,119.33
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	01	RES OFFCR - CTY CONTRACT	0	.00		46,500	.00		0	.00
20	15	VOCA-2021-COCOA PD	9,602	14,019.77	146	109,309	80,142.51	73	118,921	38,778.49
20	19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20	21	BPV 2020 96472	1,135	5,309.02	468	9,080	5,309.02	59	10,219	4,909.98
20	22	JAG 21-GG-01363	1,545	.00		12,360	.00		13,902	13,902.00
20	23	BULLET PROOF VEST 2021	1,256	.00		12,055	.00		13,310	13,310.00
20	*	PUBLIC SAFETY	13,538	19,328.79	143	189,304	68,834.53	36	156,352	87,517.47
39	12	USDA/FOREST SVC 26866	0	4,100.00		0	2,050.00		0	2,050.00-
39	*	OTHER PHYSCAL ENVIRONMENT	0	4,100.00		0	2,050.00		0	2,050.00-
50	01	FEMA DISASTER RELIEF	0	.00		0	81,577.51		0	81,577.51-
70	02	AFRICAN AM CIVIL RIGHTS	2,500	.00		27,500	.00		30,000	30,000.00
331	**	FEDERAL GRANTS	16,038	23,428.79	146	216,804	152,462.04	70	186,352	33,889.96
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	4,333-	.00		4,335	.00		0	.00
333	**	PAYMENT IN LIEU OF TAXES	4,333-	.00		4,335	.00		0	.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	4,571.45		0	4,571.45-
50	*	ECONOMIC ENVIRONMENT	0	.00		0	4,571.45		0	4,571.45-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
70 09	HISTORICAL PRESERVATN	8,333	.00		16,666	.00		25,000	25,000.00
334 **	STATE GRANT	8,333	.00		16,666	4,571.45	27	25,000	20,428.55
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	46,083	201,801.67	438	506,913	685,616.16	135	553,000	132,616.16-
12 20	8TH CNT MUNICIPAL GAS TAX	11,666	46,202.19	396	128,326	175,436.69	137	140,000	35,436.69-
12 *	STATE REVENUE SHARING	57,749	248,003.86	430	635,239	861,052.85	136	693,000	168,052.85-
14 00	MOBILE HOME LICENSES	2,000	676.37	34	22,000	25,163.28	114	24,000	1,163.28-
15 00	ALCOHOLIC BEVERAGE	416	3,377.14	812	4,576	20,561.73	449	5,000	15,561.73-
18 00	LOCAL GOVERNMENT 1/2 CENT	101,666	119,981.59	118	1,118,326	1,156,953.27	104	1,220,000	63,046.73
21 00	FIREFIGHTER SUPPLEMENTAL	3,750	.00		15,000	7,997.50	53	15,000	7,002.50
29 21	POL PEN STATE CONTR	37,183	207,444.83	558	148,732	207,444.83	140	185,915	21,529.83-
29 22	FIRE PEN STATE CONTR	22,485	142,336.61	633	89,940	142,336.61	158	112,427	29,909.61-
29 *	OTHER PUBLIC SAFETY	59,668	349,781.44	586	238,672	349,781.44	147	298,342	51,439.44-
41 00	FUEL TAX REFUNDS	2,083	.00		22,913	14,299.20	62	25,000	10,700.80
335 **	STATE SHARED REVENUES	227,332	721,820.40	318	2,056,726	2,435,809.27	118	2,280,342	155,467.27-
337	GRANTS FROM LOCAL UNITS								
30 17	FIND BV-CO-20-147 DREDGIN	1,027	.00		8,216	20,755.85-	253	9,245	30,000.85
30 18	FIND BV-CO-20-146 BT RAMP	571	.00		4,568	19,858.30-	435	5,142	25,000.30
30 19	FIND BV-CO-21-152 DRG PII	22,584	.00		180,672	.00		203,255	203,255.00
30 20	FIND BV-CO-21-151 BT PII	34,497	.00		275,976	.00		310,475	310,475.00
30 *	PHYSICAL ENVIRONMENT	58,679	.00		469,432	40,614.15-	9	528,117	568,731.15
60 *	HUMAN SERVICES	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	58,679	.00		469,432	40,614.15-	9	528,117	568,731.15
330 ***	INTERGOVERNMENTAL REVENUE	306,049	745,249.19		2,763,963	2,552,228.61		3,019,811	467,582.39
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	580,580	580,580.00	100	6,386,380	6,386,380.00	100	6,966,971	580,591.00
31 00	ADMIN FEES STORMWATER	15,758	15,758.00	100	173,338	173,338.00	100	189,096	15,758.00
40 00	CERTIFY/COPY/SEARCH	9,166	11,434.35	125	100,826	127,332.68	126	110,000	17,332.68-
90 12	PASSPORT EXECUTION FEES	166	210.00	127	1,826	3,500.00	192	2,000	1,500.00-
341 **	GENERAL GOVERNMENT	605,670	607,982.35	100	6,662,370	6,690,550.68	100	7,268,067	577,516.32
342	PUBLIC SAFETY								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
10 00	SVC CHG - LAW ENF SERVICE	22,775	5,225.00	23	78,325	156,334.75	200	101,100	55,234.75-
10 02	SCHOOL RES OFFICER	46,500	48,750.00	105	139,500	188,250.00	135	186,000	2,250.00-
10 *	SVC CHG - LAW ENF SERVICE	69,275	53,975.00	78	217,825	344,584.75	158	287,100	57,484.75-
20 00	SVC CHG - FIRE PROTECTION	0	725.00		0	29,178.17		0	29,178.17-
90 00	OTHER PUBLIC SAFETY	83	.00		913	100.00	11	1,000	900.00
90 01	FALSE ALARM FEES	708	100.00-	14	7,788	8,425.00	108	8,500	75.00
90 *	OTHER PUBLIC SAFETY	791	100.00-	13	8,701	8,525.00	98	9,500	975.00
342 **	PUBLIC SAFETY	70,066	54,600.00	78	226,526	382,287.92	169	296,600	85,687.92-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	42,916	.00		472,076	543,780.79	115	515,000	28,780.79-
37 11	ROCKLEDGE	25,000	25,773.30	103	275,000	282,463.45	103	300,000	17,536.55
37 12	SUN LAKE	333	333.60	100	3,663	3,703.38	101	4,000	296.62
37 13	CLNY PK-M.I.UTIL CO.	166	176.40	106	1,826	1,885.08	103	2,000	114.92
37 16	COCOA BEACH	9,833	9,874.08	100	108,163	108,189.41	100	118,000	9,810.59
37 17	CAPE CANAVERAL	8,083	8,077.35	100	88,913	88,699.62	100	97,000	8,300.38
37 18	TITUSVILLE	366	372.00	102	4,026	4,059.90	101	4,400	340.10
37 *	WATER BILLING SERVICES	86,697	44,606.73	52	953,667	1,032,781.63	108	1,040,400	7,618.37
39 01	SERVICE CHARGES	41,666	61,314.95	147	458,326	543,417.91	119	500,000	43,417.91-
39 03	ADMIN CHARGES	33,416	42,932.51	129	367,576	547,137.51	149	401,000	146,137.51-
39 04	PENALTIES	65,804	56,729.70	86	723,844	666,442.20	92	789,650	123,207.80
39 05	NSF CHECKS	2,250	6,246.98	278	24,750	36,393.61	147	27,000	9,393.61-
39 13	HIGH CONSUMP CHGS	0	500.00		0	5,270.00		0	5,270.00-
39 *	WATER OTHER INCOME	143,136	167,724.14	117	1,574,496	1,798,661.23	114	1,717,650	81,011.23-
41 10	SOLID WASTE	197,804	206,991.59	105	2,175,844	2,246,119.07	103	2,373,648	127,528.93
41 20	RECYCLING REVENUE	31,424	32,071.31	102	345,664	349,553.28	101	377,088	27,534.72
41 30	GREEN WASTE	35,025	35,745.69	102	385,275	389,487.93	101	420,300	30,812.07
41 *	GARBAGE COLLECTION	264,253	274,808.59	104	2,906,783	2,985,160.28	103	3,171,036	185,875.72
45 *	GARBAGE-OTHER REVENUE	0	.00		0	.00		0	.00
90 01	FDOT MEDIAN MAINT	0	.00		50,109	46,897.50	94	62,530	15,632.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	19,752-	.00		61,836	15,632.50	25	115,753	100,120.50
90 *	OTHER PHYSICAL ENVIRON	19,752-	.00		111,945	62,530.00	56	178,283	115,753.00
343 **	PHYSICAL ENVIRONMENT	474,334	487,139.46	103	5,546,891	5,879,133.14	106	6,107,369	228,235.86

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	0	.00		0	1,246.00		0	1,246.00-
39 10	PORCHER HOUSE - REVENUES	2,500	476.15-	19	27,500	18,256.19	66	30,000	11,743.81
39 11	TENANT MAINTENANCE FEES	108	596.28	552	1,188	1,669.44	141	1,300	369.44-
39 20	COCOA CIVIC CENTER	2,083	1,150.00	55	22,913	25,980.55	113	25,000	980.55-
39 30	RIVERFRONT PARK	1,666	115.00	7	18,326	10,606.06	58	20,000	9,393.94
39 *	OTHER CULTURAL SERVICES	6,357	1,385.13	22	69,927	56,512.24	81	76,300	19,787.76
40 05	SPECIAL EVENT PERMITS	1,250	950.00-	76	13,750	35,200.00	256	15,000	20,200.00-
50 10	EVENT FEES	416	.00		4,576	5,100.81	112	5,000	100.81-
50 50	MISC FURNISHINGS	0	267.00		0	4,879.70		0	4,879.70-
50 *	SPECIAL REC FACILITIES	416	267.00	64	4,576	9,980.51	218	5,000	4,980.51-
347 **	CULTURE/RECREATION	8,023	702.13	9	88,253	102,938.75	117	96,300	6,638.75-
340 ***	CHARGES FOR SERVICES	1,158,093	1,150,423.94		12,524,040	13,054,910.49		13,768,336	713,425.51
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,166	2,225.83	191	12,826	40,907.48	319	14,000	26,907.48-
351 **	JUDGMENTS AND FINES	1,166	2,225.83	191	12,826	40,907.48	319	14,000	26,907.48-
350 ***	FINES AND FORFEITURES	1,166	2,225.83		12,826	40,907.48		14,000	26,907.48-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	5,000	10,991.47	220	55,000	136,407.86	248	60,000	76,407.86-
10 02	INVESTMENT INTEREST	11,666	754.68	7	128,326	32,257.55	25	140,000	107,742.45
10 10	SBA	66	.00		726	2,278.73	314	800	1,478.73-
10 11	INTEREST/CBOS	208	.00		2,288	956.72	42	2,500	1,543.28
10 *	INTEREST	16,940	11,746.15	69	186,340	171,900.86	92	203,300	31,399.14
30 00	NET INC/DEC FMV INVESTMNT	0	40,075.65		0	295,155.06-		0	295,155.06
40 00	GAIN/(LOSS) SALE INVEST	0	3,001.71-		0	19,549.65-		0	19,549.65
40 *	GAIN/(LOSS) SALE INVEST	0	3,001.71-		0	19,549.65-		0	19,549.65
361 **	INTEREST & OTHER EARNINGS	16,940	48,820.09	288	186,340	142,803.85-	77	203,300	346,103.85
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	9,951	6,333.32	64	145,532	132,434.90	91	156,583	24,148.10
39 10	PORCHER HOUSE	0	1,291.96		0	7,746.46		0	7,746.46-
39 20	CIVIC CENTER	0	660.00		0	3,960.00		0	3,960.00-
39 *	RENTALS AND LEASES	0	1,951.96		0	11,706.46		0	11,706.46-
362 **	RENT AND ROYALTIES	9,951	8,285.28	83	145,532	144,141.36	99	156,583	12,441.64

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)SALE OF F/A	0	50.51		0	37,087.43		0	37,087.43-
364 **	DISPOSITION FIXED ASSETS	0	50.51		0	37,087.43		0	37,087.43-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	173.77		0	1,715.39		0	1,715.39-
365 **	SALE SURPLUS MTRLS &SCRAP	0	173.77		0	1,715.39		0	1,715.39-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	10,884	1.00		54,420	67,592.00	124	65,300	2,292.00-
10 10	CONTRIBS FOR K-9	237	.00		1,185	1,423.52	120	1,424	.48
10 *	DONATIONS-PRIVATE SOURCES	237	.00		1,185	1,423.52	120	1,424	.48
366 **	CONTRIBUTIONS & DONATIONS	11,121	1.00		55,605	69,015.52	124	66,724	2,291.52-
368	PENSION CONTRIBUTIONS								
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	8,334-	9,631.62		8,326	187,322.83	2250	0	187,322.83-
90 02	POLICE SECURITY SERVICES	6,017-	.00		6,013	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	7,631	1,919.73	25	83,941	102,157.39	122	91,575	10,582.39-
90 04	MISC. POLICE REVENUES	125	49.50	40	1,375	2,814.83	205	1,500	1,314.83-
90 05	INVESTIGATIVE COSTS REIM	4,533	5,893.59	130	49,863	51,511.39	103	54,400	2,888.61
90 09	PROPERTY REGISTRATION	625	1,000.00	160	6,875	3,700.00	54	7,500	3,800.00
90 12	LEISURE SVCS -CANCEL FEES	0	1,731.15		0	1,750.36		0	1,750.36-
90 *	OTHER MISC REVENUES	1,437-	20,225.59		156,393	349,256.80	223	154,975	194,281.80-
96 00	INSURANCE REFUND/PROCEEDS	2,571	1,589.22	62	7,713	26,229.11	340	10,285	15,944.11-
369 **	OTHER MISC REVENUES	1,134	21,814.81	1924	164,106	375,485.91	229	165,260	210,225.91-
360 ***	MISCELLANEOUS REVENUES	39,146	79,145.46		551,583	484,641.76		591,867	107,225.24
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	116,865	12,500.00	11	1,285,515	1,389,880.00	108	1,402,380	12,500.00
91 12	TRF FROM US1 CRA (112)	1	.00		5	.00		5	5.00
91 20	TRF FROM DBT SVC (201)	0	.00		0	2,917.41		0	2,917.41-
91 21	TRF FROM W/S FUND (421)	0	.00		0	418,716.13		0	418,716.13-
91 30	TRF FROM CAP PROJ (301)	86,535	.00		692,280	.00		778,819	778,819.00
91 *	TRANSFER FROM	203,401	12,500.00	6	1,977,800	1,811,513.54	92	2,181,204	369,690.46
381 **	INTERFUND TRANSFER	203,401	12,500.00	6	1,977,800	1,811,513.54	92	2,181,204	369,690.46

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	603,112	603,112.92	100	6,634,232	6,634,242.12	100	7,237,355	603,112.88
40 01	6% PILOFF	130,242	130,243.00	100	1,432,662	1,432,673.00	100	1,562,914	130,241.00
40 *	CONTRIBUTIONS (ROI)	733,354	733,355.92	100	8,066,894	8,066,915.12	100	8,800,269	733,353.88
382 **	CONTRIBUTIONS ENTERPRISE	733,354	733,355.92	100	8,066,894	8,066,915.12	100	8,800,269	733,353.88
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	300	.00		3,300	.00		3,600	3,600.00
99 50	FUND BAL-APPROP. RESERVES	634,719	.00		6,917,671	.00		7,552,391	7,552,391.00
99 *	BALANCE FORWARD	635,019	.00		6,920,971	.00		7,555,991	7,555,991.00
389 **	NON OPERATING SOURCES	635,019	.00		6,920,971	.00		7,555,991	7,555,991.00
380 ***	OTHER SOURCES(NON-REV)	1,571,774	745,855.92		16,965,665	9,878,428.66		18,537,464	8,659,035.34
FUND TOTAL	GENERAL FUND	3,486,290	3,350,334.25		48,274,217	41,578,852.48		51,792,724	10,213,871.52
GRAND TOTAL		3,486,290	3,350,334.25		48,274,217	41,578,852.48		51,792,724	10,213,871.52

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	54063	60197.19	111	795555	644424.20	81	.00	849660	205235.80	76
11 **	EXECUTIVE SALARIES	54063	60197.19	111	795555	644424.20	81	.00	849660	205235.80	76
12-00	REGULAR SALARIES & WAGES	1111705	884215.73	80	12369368	10699735.06	87	.00	13481190	2781454.94	79
12-06	SALARIES/CONTRACTUAL	2083	8904.00	428	22913	35931.00	157	.00	25000	10931.00-	144
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	17448	47177.64	270	121848	223749.69	184	.00	139297	84452.69-	161
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1131236	940297.37	83	12514129	10959415.75	88	.00	13645487	2686071.25	80
13-00	OTHER SALARIES & WAGES	101646	73075.07	72	880770	785352.36	89	.00	982476	197123.64	80
13 **	OTHER SALARIES & WAGES	101646	73075.07	72	880770	785352.36	89	.00	982476	197123.64	80
14-00	OVERTIME	37843	60128.26	159	416249	556865.94	134	.00	454195	102670.94-	123
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	37843	60128.26	159	416249	556865.94	134	.00	454195	102670.94-	123
15-00	SPECIAL PAY	30707	34441.51	112	337777	371008.20	110	.00	368502	2506.20-	101
15 **	SPECIAL PAY	30707	34441.51	112	337777	371008.20	110	.00	368502	2506.20-	101
20-00	CLOTHING/SHOE ALLOWANCE	2016	.00	0	22056	15187.21	69	.00	24085	8897.79	63
20 **	CLOTHING/SHOE ALLOWANCE	2016	.00	0	22056	15187.21	69	.00	24085	8897.79	63
21-00	FICA TAXES	99276	87894.65	89	1092036	1001264.97	92	.00	1191443	190178.03	84
21 **	FICA TAXES	99276	87894.65	89	1092036	1001264.97	92	.00	1191443	190178.03	84
22-00	RETIREMENT CONTRIBUTIONS	82828	78403.34	95	919106	866646.68	94	.00	1002044	135397.32	87
22-01	FIRE PENSION	184289	156027.18	85	2027179	1840426.67	91	.00	2211478	371051.33	83
22-02	STATE CONTRIBUTIONS	20582	349781.44	1700	277722	349781.44	126	.00	298342	51439.44-	117

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	NON FRS RETIREMENT CONT	3301	2541.56	77	28313	28137.60	99	.00	31618	3480.40	89
22 **	RETIREMENT CONTRIBUTIONS	291000	586753.52	202	3252320	3084992.39	95	.00	3543482	458489.61	87
23-00	INSURANCES	6276	12145.05-	194-	66720	51829.09	78	.00	73087	21257.91	71
23-02	MEDICARE PART B	32096	.00	0	353056	321570.02	91	1020.60	385160	62569.38	84
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	275968	240723.60	87	3050762	2364936.63	78	.00	3326839	961902.37	71
23-05	HEALTH GF RETIREES 50%	3687	3276.96	89	40557	36456.18	90	.00	44241	7784.82	82
23-06	HEALTH GF RETIREES 100%	25396	19656.86	77	279356	231791.02	83	.00	304761	72969.98	76
23-07	DENTAL INSURANCE	14332	11870.79	83	158354	126198.55	80	.00	172767	46568.45	73
23-08	VISION INSURANCE	2791	2223.46	80	30701	23856.84	78	.00	33594	9737.16	71
23-09	LONG TERM DISABILITY	4019	3879.76	97	44209	40837.30	92	.00	48321	7483.70	85
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	364565	269486.38	74	4023715	3197475.63	80	1020.60	4388770	1190273.77	73
24-00	WORKER'S COMPENSATION	58362	55296.76	95	641982	620789.09	97	.00	700495	79705.91	89
24 **	WORKER'S COMPENSATION	58362	55296.76	95	641982	620789.09	97	.00	700495	79705.91	89
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	6328.45	69	.00	10000	3671.55	63
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	6328.45	69	.00	10000	3671.55	63
27-00	BENEFIT OFFSET	20770	17363.76	84	228510	183292.25	80	.00	249285	65992.75	74
27 **	BENEFIT OFFSET	20770	17363.76	84	228510	183292.25	80	.00	249285	65992.75	74
28-00	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PERS SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	51099	46742.20	92	426146	290012.58	68	156731.74	478544	31799.68	93
31-01	LEGAL EXPENSES	55193	42519.12	77	432275	379273.94	88	78919.06	487473	29280.00	94
31-02	MEDICAL SERVICES	4013	386.85	10	44143	37464.93	85	4542.57	48160	6152.50	87

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	83	.00	0	13824	13905.00	101	.00	13905	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-13	FIND BV-C0-20-146 BT RAMP	571-	.00	0	574	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	1028-	.00	0	1022	.00	0	.00	0	.00	0
31-15	FIND BV-CO-21-152 DRG PII	2500	.00	0	27500	.00	0	.00	30000	30000.00	0
31-16	FIND BV-CO-21-151 BT PII	16667	50000.00	300	33334	50000.00	150	.00	50000	.00	100
31-33	EMPLOYEE HEALTH CENTER	17321	28072.31	162	190531	156628.42	82	51224.58	207853	.00	100
31 **	PROFESSIONAL SERVICES	145277	167720.48	115	1169349	927284.87	79	291417.95	1315935	97232.18	93
32-00	ACCOUNTING & AUDITING	6166	.00	0	67826	74000.00	109	.00	74000	.00	100
32 **	ACCOUNTING & AUDITING	6166	.00	0	67826	74000.00	109	.00	74000	.00	100
34-00	CONTRACT SERVICES	84013	17853.11	21	1042578	756329.29	73	174600.51	1137694	206764.20	82
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	231642	241981.02	105	2548062	2402125.50	94	.00	2779713	377587.50	86
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	42183	68568.98	163	407804	362911.48	89	56223.02	450000	30865.50	93
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	357838	328403.11	92	3998444	3521366.27	88	230823.53	4367407	615217.20	86
39-00	CONTINGENCY	20177-	.00	0	73817	.00	0	.00	53653	53653.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	17790-	.00	0	17786	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	37967-	.00	0	91603	.00	0	.00	53653	53653.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40-00	TRAVEL & PER DIEM	5797	6000.91	104	96017	31390.01	33	.00	101918	70527.99	31
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	772	1478.46	192	6176	1478.46	24	.00	6951	5472.54	21
40 **	TRAVEL & PER DIEM	6569	7479.37	114	102193	32868.47	32	.00	108869	76000.53	30
41-00	COMMUNICATION	16356	16421.24	100	162225	141207.08	87	25350.60	179448	12890.32	93
41 **	COMMUNICATION	16356	16421.24	100	162225	141207.08	87	25350.60	179448	12890.32	93
42-00	POSTAGE & FREIGHT	38179	31698.51	83	412393	354823.50	86	60538.22	450686	35324.28	92
42 **	POSTAGE & FREIGHT	38179	31698.51	83	412393	354823.50	86	60538.22	450686	35324.28	92
43-00	ELECTRIC/WATER/SEWER	65610	61423.78	94	738428	571142.90	77	209922.67	798902	17836.43	98
43 **	ELECTRIC/WATER/SEWER	65610	61423.78	94	738428	571142.90	77	209922.67	798902	17836.43	98
44-00	RENTALS AND LEASES	12379	4849.04	39	136170	128328.07	94	11230.17	148576	9017.76	94
44 **	RENTALS AND LEASES	12379	4849.04	39	136170	128328.07	94	11230.17	148576	9017.76	94
45-00	INSURANCE	53368	312.47-	1-	497772	548215.76	110	.00	551186	2970.24	100
45 **	INSURANCE	53368	312.47-	1-	497772	548215.76	110	.00	551186	2970.24	100
46-00	REPAIRS & MAINTENANCE	76350	73710.10	97	737498	481867.37	65	146610.82	802895	174416.81	78
46-02	REPAIR/MAINT BUILDING	12658	12434.97	98	329086	152676.42	46	71213.30	317687	93797.28	71
46-03	REPAIR/MAINT-VEHICLES	50158	44154.81	88	365901	312849.30	86	24673.40	423596	86073.30	80
46-05	HYDRANT FEES	20016	20062.85	100	220176	220691.35	100	.00	240198	19506.65	92
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	159182	150362.73	95	1652661	1168084.44	71	242497.52	1784376	373794.04	79
47-00	PRINTING & BINDING	16333	6904.49	42	159359	111621.44	70	37884.32	171904	22398.24	87
47 **	PRINTING & BINDING	16333	6904.49	42	159359	111621.44	70	37884.32	171904	22398.24	87
48-00	PROMOTIONAL ACTIVITIES	4610	2450.76	53	67907	42080.16	62	.00	72550	30469.84	58
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	4610	2450.76	53	67907	42080.16	62	.00	72550	30469.84	58

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-00	OTHER CHARGES & OBLIG.	24467	8254.44	34	198783	151427.53	76	33871.16	229616	44317.31	81
49-02	ADVERTISING	189-	.00	0	1678	.00	0	.00	1500	1500.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	4576	2000.00	44	.00	5000	3000.00	40
49-07	BAD DEBT EXPENSE	0	3814.80-	0	0	52898.67-	0	.00	0	52898.67	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1110	.00	0	13878	14990.00	108	.00	15000	10.00	100
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	25804	4439.64	17	218915	115518.86	53	33871.16	251116	101725.98	60
51-00	OFFICE SUPPLIES	3462	2044.08	59	40549	20453.10	50	.00	44143	23689.90	46
51 **	OFFICE SUPPLIES	3462	2044.08	59	40549	20453.10	50	.00	44143	23689.90	46
52-00	OPERATING SUPPLIES	94849	42148.26	44	760130	674373.69	89	68989.88	866222	122858.43	86
52-02	UNIFORMS	1688	1086.80	64	72948	22290.61	31	28314.33	74674	24069.06	68
52-05	EMS 1st RESP-CONSUM SUPP	3863	2989.62	77	42493	40307.70	95	3796.87	46357	2252.43	95
52-07	JANITORIAL SUPPLIES	4469	5669.13	127	39156	30165.79	77	.00	43644	13478.21	69
52-10	HEATING FUEL	785	296.57	38	3635	3106.20	86	1320.80	4427	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	125	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	2271	.00	0	18168	12959.23	71	.00	20438	7478.77	63
52-23	BULLET PROOF VEST 2021	2512	.00	0	24110	.00	0	26620.00	26620	.00	100
52-30	FUEL, OIL, & LUBRICANTS	34382	38715.58	113	299825	288160.51	96	.00	334260	46099.49	86

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-33	EMPLOYEE HEALTH CENTER	8379	14452.35	173	92169	64596.81	70	35951.19	100548	.00	100
52 **	OPERATING SUPPLIES	153069	105358.31	69	1352759	1135960.54	84	164993.07	1517190	216236.39	86
53-00	ROAD MATERIALS/SUPPLIES	3181	3235.08	102	34991	27813.98	80	1312.17	38175	9048.85	76
53 **	ROAD MATERIALS/SUPPLIES	3181	3235.08	102	34991	27813.98	80	1312.17	38175	9048.85	76
54-00	MEMBERSHIP/PUBLICATIONS	5738	2541.00	44	60420	53358.45	88	.00	66229	12870.55	81
54 **	MEMBERSHIP/PUBLICATIONS	5738	2541.00	44	60420	53358.45	88	.00	66229	12870.55	81
55-00	TRAINING	7326	10174.00	139	122355	75078.77	61	3150.00	132741	54512.23	59
55-01	EDA PROGRAM	833	.00	0	9163	2860.60	31	.00	10000	7139.40	29
55-22	JAG 21-GG-01363	772	1785.00	231	6176	2975.00	48	.00	6951	3976.00	43
55 **	TRAINING	8931	11959.00	134	137694	80914.37	59	3150.00	149692	65627.63	56
56-15	IT-RELATED OPERATING EXP	335912	21246.13	6	3353678	592133.48	18	56873.61	3694599	3045591.91	18
56-16	EMS DATA COLLECTION-BEMO	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	335912	21246.13	6	3353678	592133.48	18	56873.61	3694599	3045591.91	18
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	32877	.00	0	319395	458620.50	144	.00	352272	106348.50-	130
61 **	LAND	32877	.00	0	319395	458620.50	144	.00	352272	106348.50-	130
62-00	BUILDINGS	134605	14324.50-	11-	1074530	133641.48	12	54042.95	1209137	1021452.57	16
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	134605	14324.50-	11-	1074530	133641.48	12	54042.95	1209137	1021452.57	16
63-00	INFRASTRUCTURE	394866	313742.08	80	2050068	899828.74	44	136485.19	2444945	1408631.07	42
63-04	FDOT LAP 2020-SIDEWALKS	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-13	FIND BV-CO-20-146 BT RAMP	1714	1327.15	77	8570	9276.40	108	.00	10284	1007.60	90
63-14	FIND BV-CO-20-147 DREDGIN	3082	1598.75	52	15410	8236.30	53	.00	18490	10253.70	45
63-15	FIND BV-CO-21-152 DRGPII	22584	6378.18	28	180672	127563.27	71	.00	203255	75691.73	63
63-16	FIND BV-CO-21-151 BT PII	29522	23683.10	80	280951	295670.00	105	.00	310475	14805.00	95
63 **	INFRASTRUCTURE	451768	346729.26	77	2535671	1340574.71	53	136485.19	2987449	1510389.10	49
64-00	MACHINERY AND EQUIPMENT	33129-	82428.50	249-	2073248	875251.20	42	535911.07	2032678	621515.73	69
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	3463	.00	0	34630	35719.31	103	.00	38088	2368.69	94
64-16	FIREHOUSE SUBS-EXTRAC EQ	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	29666-	82428.50	278-	2107878	910970.51	43	535911.07	2070766	623884.42	70
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95
81 **	AIDS TO GOVT AGENCY	0	.00	0	1139796	1085744.00	95	.00	1139796	54052.00	95

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	18326	20000.00	109	.00	20000	.00	100
82 **	AID PRIVATE ORGANIZATION	1666	.00	0	18326	20000.00	109	.00	20000	.00	100
83-00	OTHER GRANTS & AIDS	208	.00	0	2288	.00	0	.00	2500	2500.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	13926	.00	0	.00	15200	15200.00	0
83-10	CARES CRF #107-2020	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
83 **	OTHER GRANTS & AIDS	1474	.00	0	16214	.00	0	.00	17700	17700.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	2140.09-	0	.00	0	2140.09	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	145757	145757.09	100	1603327	1603330.99	100	.00	1749088	145757.01	92
91-21	TO WATER SEWER (421)	0	.00	0	0	40036.67	0	.00	0	40036.67-	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	1815695.90	0	.00	0	1815695.90-	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	145757	145757.09	100	1603327	3456923.47	216	.00	1749088	1707835.47-	198

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
FUND 001 TOTAL *********											
	GENERAL FUND	4310795	3673749.10	85	47484735	38480046.85	81	2097324.80	51792724	11215352.35	78
GRAND TOTAL *********											
		4310795	3673749.10	85	47484735	38480046.85	81	2097324.80	51792724	11215352.35	78

FY 2022 Budget by Classification Report - Summary Listing

8/31/2022

Target for August 2022 is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 69,083,674	$ -	$ 64,495,815	$ 4,587,859	93%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 214,444	$ -	$ (563,195)	$ 777,639	-263%
OTHER SOURCES (*NON-REVENUE)	$ 15,568,847	$ -	$ 6,129,482	$ 9,439,365	39%
REVENUE TOTALS	**$ 84,866,965**	**$ -**	**$ 70,062,102**	**$ 14,804,863**	**83%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,645,565	$ -	$ 14,380,453	$ 5,265,112	73%
OPERATING EXPENDITURES	$ 31,626,814	$ 3,301,459	$ 21,155,836	$ 7,169,519	77%
CAPITAL OUTLAY	$ 9,927,927	$ 1,350,448	$ 687,658	$ 7,889,821	21%
GRANTS, AIDS AND OTHER	$ 23,666,659	$ -	$ 22,696,579	$ 970,080	96%
EXPENSE TOTALS	**$ 84,866,965**	**$ 4,651,907**	**$ 58,920,526**	**$ 21,294,532**	75%
REVENUE TOTALS	**$ 84,866,965**	**$ -**	**$ 70,062,102**	**$ 14,804,863**	**83%**
EXPENSE TOTALS	**$ 84,866,965**	**$ 4,651,907**	**$ 58,920,526**	**$ 21,294,532**	**75%**
**	**$ -**	**$ (4,651,907)**	**$ 11,141,576**	**$ (6,489,669)**	

*Includes adjustment in investments fair market value

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
	03 *	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	31 00	WATER SALES	4,832,138	5,081,631.72	105	53,153,518	53,607,543.51	101	57,985,663	4,378,119.49
	33 00	WATER CONNECTION FEE	44,592	31,996.79	72	490,512	714,682.77	146	535,105	179,577.77-
	36 00	WATER HYDRANT FEES	314,823	320,087.30	102	3,463,053	3,496,259.48	101	3,777,881	281,621.52
	39 06	HYDRANT RESID FLOW TEST	133	1,800.00	1353	1,463	10,920.00	746	1,600	9,320.00-
	39 07	BACKFLOW DEVICE TEST	12,083	18,597.75	154	132,913	136,213.93	103	145,000	8,786.07
	39 08	JUMPER METERS	58	70.00	121	638	1,560.00	245	700	860.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,000	4,560.00	456	11,000	37,040.00	337	12,000	25,040.00-
	39 10	BACKFLOW PRV/RLCT TEMP	41	5.42	13	451	1,879.62	417	500	1,379.62-
	39 *	WATER OTHER INCOME	13,315	25,033.17	188	146,465	187,613.55	128	159,800	27,813.55-
	51 00	SEWER SALES	518,281	551,992.07	107	5,701,091	6,107,014.47	107	6,219,374	112,359.53
	51 *	SEWER SALES	518,281	551,992.07	107	5,701,091	6,107,014.47	107	6,219,374	112,359.53
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	8,873.61		0	8,873.61-
	59 01	GREASE TRAP PERMITS	516	735.86	143	5,676	7,920.38	140	6,200	1,720.38-
	60 00	REUSE WATER SALES	32,720	35,035.95	107	359,920	358,066.98	100	392,651	34,584.02
	60 01	REUSE WATER INSTALLATION	583	1,173.34	201	6,413	7,840.08	122	7,000	840.08-
	60 *	REUSE WATER SALES	33,303	36,209.29	109	366,333	365,907.06	100	399,651	33,743.94

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
343	**	PHYSICAL ENVIRONMENT	5,756,968	6,047,686.20	105	63,326,648	64,495,814.83	102	69,083,674	4,587,859.17
340	***	CHARGES FOR SERVICES	5,756,968	6,047,686.20		63,326,648	64,495,814.83		69,083,674	4,587,859.17
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	9,362.62		0	285,785.47		0	285,785.47-
10	02	INVESTMENT INTEREST	10,747	3,990.80	37	118,217	147,986.20	125	128,964	19,022.20-
10	11	INTEREST/CBOS	0	.00		0	107.93		0	107.93-
10	*	INTEREST	10,747	13,353.42	124	118,217	433,879.60	367	128,964	304,915.60-
30	00	NET INC/DEC FMV INVESTMNT	0	216,984.83		0	1,115,344.53-		0	1,115,344.53
40	00	GAIN/(LOSS) SALE INVEST	0	25,411.99-		0	109,093.27-		0	109,093.27
40	*	GAIN/(LOSS) SALE INVEST	0	25,411.99-		0	109,093.27-		0	109,093.27
361	**	INTEREST & OTHER EARNINGS	10,747	204,926.26	1907	118,217	790,558.20-	669	128,964	919,522.20
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		1,188	.00		1,300	1,300.00
362	**	RENT AND ROYALTIES	108	.00		1,188	.00		1,300	1,300.00
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	12,076.65-		0	12,076.65-		0	12,076.65
10	00	GAIN/(LOSS)SALE OF F/A	829	1,785.76-	215	9,119	40,336.61	442	9,950	30,386.61-
364	**	DISPOSITION FIXED ASSETS	829	13,862.41-	1672	9,119	28,259.96	310	9,950	18,309.96-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	619.92	248	2,750	15,593.40	567	3,000	12,593.40-
365	**	SALE SURPLUS MTRLS &SCRAP	250	619.92	248	2,750	15,593.40	567	3,000	12,593.40-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	818.14	20	44,704	160,601.00	359	48,778	111,823.00-
90	*	OTHER MISC REVENUES	4,064	818.14	20	44,704	160,601.00	359	48,778	111,823.00-
96	00	INSURANCE REFUND/PROCEEDS	2,495	.00		19,960	22,908.43	115	22,452	456.43-
369	**	OTHER MISC REVENUES	6,559	818.14	13	64,664	183,509.43	284	71,230	112,279.43-
360	***	MISCELLANEOUS REVENUES	18,493	192,501.91		195,938	563,195.41-		214,444	777,639.41
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91	01	GENERAL FUND (001)	0	.00		0	40,036.67		0	40,036.67-
91	24	RENEW & REPLACE (424)	107,608	.00		968,472	1,076,077.00	111	1,076,077	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	4,746,098.63		0	4,746,098.63-
91	52	TRF FROM WORK COMP (520)	0	.00		0	267,269.84		0	267,269.84-
91	*	TRANSFER FROM	107,608	.00		968,472	6,129,482.14	633	1,076,077	5,053,405.14-
381	**	INTERFUND TRANSFER	107,608	.00		968,472	6,129,482.14	633	1,076,077	5,053,405.14-
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
83	*	CAP CONTRIB VIERA	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	1,332,507	.00		13,160,258	.00		14,492,770	14,492,770.00
99	*	BALANCE FORWARD	1,332,507	.00		13,160,258	.00		14,492,770	14,492,770.00
389	**	NON OPERATING SOURCES	1,332,507	.00		13,160,258	.00		14,492,770	14,492,770.00
380	***	OTHER SOURCES(NON-REV)	1,440,115	.00		14,128,730	6,129,482.14		15,568,847	9,439,364.86
FUND TOTAL		WATER/SEWER FUND	7,215,576	6,240,188.11		77,651,316	70,062,101.56		84,866,965	14,804,863.44
GRAND TOTAL			7,215,576	6,240,188.11		77,651,316	70,062,101.56		84,866,965	14,804,863.44

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13479	12404.80	92	148269	128428.46	87	.00	161758	33329.54	79
11 **	EXECUTIVE SALARIES	13479	12404.80	92	148269	128428.46	87	.00	161758	33329.54	79
12-00	REGULAR SALARIES & WAGES	949988	723267.75	76	10775420	8324697.17	77	.00	11725455	3400757.83	71
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	6016	4735.23	79	30080	63631.68	212	.00	36091	27540.68-	176
12 **	REGULAR SALARIES & WAGES	956004	728002.98	76	10805500	8388328.85	78	.00	11761546	3373217.15	71
13-00	OTHER SALARIES & WAGES	49754	33490.78	67	547294	397907.75	73	.00	597082	199174.25	67
13 **	OTHER SALARIES & WAGES	49754	33490.78	67	547294	397907.75	73	.00	597082	199174.25	67
14-00	OVERTIME	54378	53432.78	98	597884	690165.48	115	.00	652294	37871.48-	106
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54378	53432.78	98	597884	690165.48	115	.00	652294	37871.48-	106
15-00	SPECIAL PAY	1483	175.00	12	16013	1925.00	12	.00	17500	15575.00	11
15 **	SPECIAL PAY	1483	175.00	12	16013	1925.00	12	.00	17500	15575.00	11
20-00	CLOTHING/SHOE ALLOWANCE	2054	120.00	6	20094	19987.09	100	.00	22165	2177.91	90
20 **	CLOTHING/SHOE ALLOWANCE	2054	120.00	6	20094	19987.09	100	.00	22165	2177.91	90
21-00	FICA TAXES	70083	62242.90	89	770913	724378.14	94	.00	841032	116653.86	86
21 **	FICA TAXES	70083	62242.90	89	770913	724378.14	94	.00	841032	116653.86	86
22-00	RETIREMENT CONTRIBUTIONS	117401	105316.79	90	1299625	1324718.06	102	.00	1417043	92324.94	94
22-01	GASB 68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	1369	380.36	28	6845	8004.49	117	.00	8218	213.51	97
22 **	RETIREMENT CONTRIBUTIONS	118770	105697.15	89	1306470	1332722.55	102	.00	1425261	92538.45	94
23-00	INSURANCES	4340	13358.48-	308-	47740	30110.03	63	.00	52100	21989.97	58
23-02	RETIREES OTHER INSURANCES	11968	.00	0	131648	117886.55	90	.00	143620	25733.45	82
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	245581	192668.90	79	2701391	1796081.93	67	.00	2947000	1150918.07	61

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-05	HEALTH RETIREES 50%	818	819.24	100	8998	9011.64	100	.00	9832	820.36	92
23-06	HEALTH RETIREES 100%	5734	4096.20	71	63074	46696.68	74	.00	68817	22120.32	68
23-07	DENTAL INSURANCE	11828	8523.49	72	130108	88528.62	68	.00	141961	53432.38	62
23-08	VISION INSURANCE	2300	1624.98	71	25300	16955.38	67	.00	27632	10676.62	61
23-09	LONG TERM DISABILITY	3024	2915.26	96	33264	30135.53	91	.00	36300	6164.47	83
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	285593	197289.59	69	3141523	2135406.36	68	.00	3427262	1291855.64	62
24-00	WORKER'S COMPENSATION	45585	37694.50	83	501435	432878.30	86	.00	547065	114186.70	79
24 **	WORKER'S COMPENSATION	45585	37694.50	83	501435	432878.30	86	.00	547065	114186.70	79
25-00	UNEMPLOYMENT COMPENSATION	1845	754.24	41	13150	8439.34	64	.00	15000	6560.66	56
25 **	UNEMPLOYMENT COMPENSATION	1845	754.24	41	13150	8439.34	64	.00	15000	6560.66	56
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14800	11300.00	76	162800	119885.80	74	.00	177600	57714.20	68
27 **	BENEFIT OFFSET	14800	11300.00	76	162800	119885.80	74	.00	177600	57714.20	68
31-00	PROFESSIONAL SERVICES	49607	14999.29	30	545781	142786.77	26	118268.41	595411	334355.82	44
31-01	LEGAL EXPENSES	39440	11287.03	29	429816	77240.77	18	113014.42	469258	279002.81	41
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	191274	141705.27	74	1471068	1230196.13	84	407069.12	1662353	25087.75	99
31-33	EMPLOYEE HEALTH CENTER	12459	20192.36	162	137049	112662.53	82	36846.47	149509	.00	100
31 **	PROFESSIONAL SERVICES	292780	188183.95	64	2583714	1562886.20	61	675198.42	2876531	638446.38	78
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-00	CONTRACT SERVICES	129877	22237.64	17	1365830	1128016.41	83	211039.95	1472830	133773.64	91
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	580580	580580.00	100	6386380	6386380.00	100	.00	6966971	580591.00	92
34 **	CONTRACT SERVICES	710457	602817.64	85	7752210	7514396.41	97	211039.95	8439801	714364.64	92
39-00	CONTINGENCY	12440-	.00	0	472239	.00	0	.00	459817	459817.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	12440-	.00	0	472239	.00	0	.00	459817	459817.00	0
40-00	TRAVEL AND PER DIEM	1207	3099.39	257	14069	5637.45	40	.00	15316	9678.55	37
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1207	3099.39	257	14069	5637.45	40	.00	15316	9678.55	37
41-00	COMMUNICATION	20432	12607.52	62	187653	178511.45	95	23247.91	208103	6343.64	97
41 **	COMMUNICATION	20432	12607.52	62	187653	178511.45	95	23247.91	208103	6343.64	97
42-00	FREIGHT & POSTAGE SERVICE	1045-	208.51	20-	13715	1714.95	13	.00	12698	10983.05	14
42 **	FREIGHT & POSTAGE SERVICE	1045-	208.51	20-	13715	1714.95	13	.00	12698	10983.05	14
43-00	ELECTRIC/WATER/SEWER	160578	69490.09	43	1942269	1473970.22	76	219395.82	2102880	409513.96	81
43 **	ELECTRIC/WATER/SEWER	160578	69490.09	43	1942269	1473970.22	76	219395.82	2102880	409513.96	81
44-00	RENTAL AND LEASES	4495	.00	0	39247	31048.60	79	.00	43775	12726.40	71
44 **	RENTAL AND LEASES	4495	.00	0	39247	31048.60	79	.00	43775	12726.40	71
45-00	INSURANCE	64272	.00	0	552933	620606.94	112	.00	620607	.06	100
45 **	INSURANCE	64272	.00	0	552933	620606.94	112	.00	620607	.06	100
46-00	REPAIRS & MAINTENANCE	437723	495529.59	113	6447587	4560890.42	71	974760.38	6885334	1349683.20	80
46-02	REPAIR/MAINT BUILDING	32263	18753.72	58	332383	277273.61	83	4770.00	364657	82613.39	77
46-03	REPAIR/MAINT-VEHICLES	21686	8767.64	40	210523	133350.84	63	.00	232237	98886.16	57
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	491672	523050.95	106	6990493	4971514.87	71	979530.38	7482228	1531182.75	80
47-00	PRINTING & BINDING	615	.00	0	6765	1773.00	26	18.00	7420	5629.00	24
47 **	PRINTING & BINDING	615	.00	0	6765	1773.00	26	18.00	7420	5629.00	24
48-00	PROMOTIONAL ACTIVITIES	1666	1657.86	100	18326	13310.99	73	860.00	20000	5829.01	71
48 **	PROMOTIONAL ACTIVITIES	1666	1657.86	100	18326	13310.99	73	860.00	20000	5829.01	71
49-00	OTHER CHARGES & OBLIG.	9197	1398.94	15	50732	1666.03	3	1439.10	59955	56849.87	5
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	5365.58-	0	0	59215.07-	0	.00	0	59215.07	0
49-08	CASH OVER & UNDER	0	6.44	0	0	26.64-	0	.00	0	26.64	0
49-09	DOCUMENT RECORDING CHGS	250	310.00-	124-	2750	1912.30-	70-	755.00	3000	4157.30	39-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	9447	4270.20-	45-	53482	59487.98-	111-	2194.10	62955	120248.88	91-
51-00	OFFICE SUPPLIES	2961	184.71	6	23146	14111.31	61	.00	26146	12034.69	54
51 **	OFFICE SUPPLIES	2961	184.71	6	23146	14111.31	61	.00	26146	12034.69	54
52-00	OPERATING SUPPLIES	111122	22076.14-	20-	706799	640484.31	91	35583.10	834267	158199.59	81
52-07	JANITORIAL SUPPLIES	769	954.40	124	8459	7476.40	88	.00	9240	1763.60	81
52-09	CHEMICALS	361523	322708.99	89	4051753	3329878.83	82	1021953.92	4413258	61425.25	99
52-30	FUEL OIL & LUBRICANTS	30766	46256.90	150	365502	388825.82	106	17570.22	407491	1094.96	100
52-33	EMPLOYEE HEALTH CENTER	6027	10395.57	173	66297	46464.40	70	25859.60	72324	.00	100
52 **	OPERATING SUPPLIES	510207	358239.72	70	5198810	4413129.76	85	1100966.84	5736580	222483.40	96
53-00	ROAD MATERIALS/SUPPLIES	5276	.00	0	24706	19067.36	77	1004.52	30000	9928.12	67
53 **	ROAD MATERIALS/SUPPLIES	5276	.00	0	24706	19067.36	77	1004.52	30000	9928.12	67
54-00	MEMBERSHIP/PUBLICATIONS	3284	180.00-	6-	36124	33179.50	92	230.00	39445	6035.50	85

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54 **	MEMBERSHIP/PUBLICATIONS	3284	180.00-	6-	36124	33179.50	92	230.00	39445	6035.50	85
55-00	TRAINING	6273	6494.17	104	73254	32845.58	45	17244.75	79547	29456.67	63
55-01	EDA PROGRAM	339	192.77	57	2712	2132.81	79	.00	3050	917.19	70
55 **	TRAINING	6612	6686.94	101	75966	34978.39	46	17244.75	82597	30373.86	63
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	301485	97825.33	32	3053288	323880.56	11	70528.00	3359915	2965506.44	12
56 **	TECHNOLOGY SYSTEMS	301485	97825.33	32	3053288	323880.56	11	70528.00	3359915	2965506.44	12
59-00	DEPRECIATION EXPENSE	0	1606.21	0	0	1606.21	0	.00	0	1606.21-	0
59 **	DEPRECIATION EXPENSE	0	1606.21	0	0	1606.21	0	.00	0	1606.21-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	3000	.00	0	6000	.00	0	.00	9000	9000.00	0
62 **	BUILDINGS	3000	.00	0	6000	.00	0	.00	9000	9000.00	0
63-00	INFRASTRUCTURE	1008723	54111.88	5	6719434	442356.91	7	744457.78	7728190	6541375.31	15
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	1008723	54111.88	5	6719434	442356.91	7	744457.78	7728190	6541375.31	15
64-00	MACHINERY & EQUIPMENT	173173	145350.00	84	1556434	651192.75	42	480784.49	1745787	613809.76	65
64-15	IT HARDWARE	35564	.00	0	409383	139841.61	34	125205.80	444950	179902.59	60
64 **	MACHINERY & EQUIPMENT	208737	145350.00	70	1965817	791034.36	40	605990.29	2190737	793712.35	64
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	545733.61-	0	.00	0	545733.61	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
69 **	PROPRIETARY FUNDS	0	.00	0	0	545733.61-	0	.00	0	545733.61	0
71-20	SERIES 2020	0	.00	0	0	60020.00-	0	.00	0	60020.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	60020.00-	0	.00	0	60020.00	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	385	.00	0	1965	2250.00	115	.00	2350	100.00	96
73 **	OTHER DEBT SERVICE COST	385	.00	0	1965	2250.00	115	.00	2350	100.00	96
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	1100	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	1100	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND 001	603112	603112.92	100	6634232	7052958.25	106	.00	7237355	184396.75	98
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	168055	.00	0	7392478	7560534.00	102	.00	7560534	.00	100
91-25	TO RESTRICTED ASSET 425	608525	594117.08	98	6693775	6708183.64	100	.00	7302306	594122.36	92
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 422	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1379692	1197230.00	87	20720485	21321675.89	103	.00	22100195	778519.11	97
95-01	6% ILO FRANCHISE FEE	130242	130243.00	100	1432662	1432673.00	100	.00	1562914	130241.00	92
95 **	NONOPERATING	130242	130243.00	100	1432662	1432673.00	100	.00	1562914	130241.00	92
FUND 421	TOTAL ********* WATER/SEWER FUND	6918668	4630748.22	67	77917963	58920525.86	76	4651906.76	84866965	21294532.38	75

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
GRAND TOTAL *********		6918668	4630748.22	67	77917963	58920525.86	76	4651906.76	84866965	21294532.38	75

FY 2022 Budget by Classification Report - Summary Listing

8/31/2022

Target for August 2022 is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
***STORMWATER ASSESSMENT**	$ 1,830,148	$ -	$ 1,984,061	$ (153,913)	108%
CHARGES FOR SERVICES	$ -	$ -	$ (678)	$ 678	100%
INTERGOVERNMENTAL/GRANT	$ 53,054	$ -	$ 26,954	$ 26,100	0%
MISCELLANEOUS	$ 400	$ -	$ 15,609	$ (15,209)	100%
OTHER SOURCES (NON-REVENUE)	$ 289,989	$ -	$ -	$ 289,989	0%
REVENUE TOTALS	**$ 2,173,591**	**-**	**$ 2,025,946**	**$ 147,645**	**93%**
EXPENSE					
SALARIES AND BENEFITS	$ 647,047	$ -	$ 462,352	$ 184,695	71%
OPERATING EXPENDITURES	$ 744,287	$ 81,172	$ 410,575	$ 252,540	66%
CAPITAL OUTLAY	$ 782,257	$ 208,328	$ 40,724	$ 533,205	32%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 2,173,591**	**$ 289,500**	**$ 913,651**	**$ 970,440**	**55%**
REVENUE TOTALS	**$ 2,173,591**	**$ -**	**$ 2,025,946**	**$ 147,645**	**93%**
EXPENSE TOTALS	**$ 2,173,591**	**$ 289,500**	**$ 913,651**	**$ 970,440**	**55%**
	$ -	**$ (289,500)**	**$ 1,112,296**	**$ (822,795)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
23	01	STRMWTR SPEC ASSMNT	144,179	.00		1,585,969	1,865,439.00	118	1,730,148	135,291.00-
23	02	DELINQUENT TAX	0	.00		0	52.96		0	52.96-
23	03	PENALTIES	0	.00		0	5,497.54		0	5,497.54-
23	04	TAX CERTIFICATES	8,333	.00		91,663	113,071.46	123	100,000	13,071.46-
23	*	STORMWATER	152,512	.00		1,677,632	1,984,060.96	118	1,830,148	153,912.96-
325	**	SPECIAL ASSESSMENT	152,512	.00		1,677,632	1,984,060.96	118	1,830,148	153,912.96-
320	***	OTHER PERMITS & FEES	152,512	.00		1,677,632	1,984,060.96		1,830,148	153,912.96-
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	05	SAVE OUR INDIAN RVR LAGN	21,450	.00		31,600	26,954.00	85	53,054	26,100.00
10	*	SHARED REV - BREVARD CTY	21,450	.00		31,600	26,954.00	85	53,054	26,100.00
338	**	SHARED REVENUE LOCAL UNIT	21,450	.00		31,600	26,954.00	85	53,054	26,100.00
330	***	INTERGOVERNMENTAL REVENUE	21,450	.00		31,600	26,954.00		53,054	26,100.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	2.33		0	677.70-		0	677.70
91	*	STORMWATER FEES	0	2.33		0	677.70-		0	677.70
343	**	PHYSICAL ENVIRONMENT	0	2.33		0	677.70-		0	677.70
340	***	CHARGES FOR SERVICES	0	2.33		0	677.70-		0	677.70
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	1,014.91		0	12,475.62		0	12,475.62-
10	02	INVESTMENT INTEREST	0	26.18		0	1,110.27		0	1,110.27-
10	10	SBA	0	.00		0	41.92		0	41.92-
10	*	INTEREST	0	1,041.09		0	13,627.81		0	13,627.81-
30	00	NET INC/DEC FMV INVESTMNT	0	1,390.10		0	10,209.03-		0	10,209.03

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
40	00	GAIN/(LOSS) SALE INVEST	0	104.12-		0	672.49-		0	672.49
40	*	GAIN/(LOSS) SALE INVEST	0	104.12-		0	672.49-		0	672.49
361	**	INTEREST & OTHER EARNINGS	0	2,327.07		0	2,746.29		0	2,746.29-
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	8,968.75		0	8,968.75-
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	33	.00		363	3,893.93	1073	400	3,493.93-
369	**	OTHER MISC REVENUES	33	.00		363	3,893.93	1073	400	3,493.93-
360	***	MISCELLANEOUS REVENUES	33	2,327.07		363	15,608.97		400	15,208.97-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	26,397	.00		263,595	.00		289,989	289,989.00
99	*	BALANCE FORWARD	26,397	.00		263,595	.00		289,989	289,989.00
389	**	NON OPERATING SOURCES	26,397	.00		263,595	.00		289,989	289,989.00
380	***	OTHER SOURCES(NON-REV)	26,397	.00		263,595	.00		289,989	289,989.00
FUND TOTAL		STORMWATER UTILITY	200,392	2,329.40		1,973,190	2,025,946.23		2,173,591	147,644.77
GRAND TOTAL			200,392	2,329.40		1,973,190	2,025,946.23		2,173,591	147,644.77

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35107	26995.11	77	386789	293713.25	76	.00	421910	128196.75	70
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	102	.00	0	510	608.05	119	.00	609	.95	100
12 **	REGULAR SALARIES & WAGES	35209	26995.11	77	387299	294321.30	76	.00	422519	128197.70	70
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	506	397.67	79	5566	5334.89	96	.00	6075	740.11	88
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	506	397.67	79	5566	5334.89	96	.00	6075	740.11	88
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	60	.00	0	660	720.00	109	.00	720	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	60	.00	0	660	720.00	109	.00	720	.00	100
21-00	FICA TAXES	2328	2068.06	89	25608	22687.43	89	.00	27937	5249.57	81
21 **	FICA TAXES	2328	2068.06	89	25608	22687.43	89	.00	27937	5249.57	81
22-00	RETIREMENT CONTRIBUTIONS	3235	3262.48	101	35585	33151.66	93	.00	38830	5678.34	85
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3235	3262.48	101	35585	33151.66	93	.00	38830	5678.34	85
23-00	INSURANCES	108	104.36	97	1188	1075.32	91	.00	1300	224.68	83
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7452	5790.20	78	83898	56175.69	67	.00	91359	35183.31	62
23-07	DENTAL INSURANCE	275	223.66	81	3025	2252.15	75	.00	3300	1047.85	68
23-08	VISION INSURANCE	58	48.30	83	638	460.75	72	.00	700	239.25	66
23-09	LONG TERM DISABILITY	108	105.42	98	1188	1031.99	87	.00	1300	268.01	79
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8001	6271.94	78	89937	60995.90	68	.00	97959	36963.10	62
24-00	WORKER'S COMPENSATION	4017	3733.69	93	44187	40919.98	93	.00	48207	7287.02	85
24 **	WORKER'S COMPENSATION	4017	3733.69	93	44187	40919.98	93	.00	48207	7287.02	85
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	4400	4220.54	96	.00	4800	579.46	88
27 **	BENEFIT OFFSET	400	400.00	100	4400	4220.54	96	.00	4800	579.46	88
31-00	PROFESSIONAL SERVICES	15450	1601.69	10	136070	58206.86	43	58311.42	151530	35011.72	77
31-01	LEGAL EXPENSES	41	.00	0	451	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	607	985.00	162	6677	5495.73	82	1798.27	7294	.00	100
31 **	PROFESSIONAL SERVICES	16098	2586.69	16	143198	63702.59	45	60109.69	159324	35511.72	78
34-00	CONTRACT SERVICES	7403	5970.28	81	51587	46247.20	90	8955.43	59000	3797.37	94
34-10	COST OF GENERAL FUND SVCS	15758	15758.00	100	173338	173338.00	100	.00	189096	15758.00	92
34 **	CONTRACT SERVICES	23161	21728.28	94	224925	219585.20	98	8955.43	248096	19555.37	92
39-00	CONTINGENCY	4136	.00	0	78870	.00	0	.00	83009	83009.00	0
39 **	CONTINGENCY	4136	.00	0	78870	.00	0	.00	83009	83009.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2607	27.79	1	.00	2850	2822.21	1
40 **	TRAVEL & PER DIEM	237	.00	0	2607	27.79	1	.00	2850	2822.21	1
41-00	COMMUNICATION	173	90.86	53	1903	1452.38	76	439.62	2076	184.00	91
41 **	COMMUNICATION	173	90.86	53	1903	1452.38	76	439.62	2076	184.00	91
42-00	POSTAGE & FREIGHT	41	.00	0	451	36.90	8	.00	500	463.10	7
42 **	POSTAGE & FREIGHT	41	.00	0	451	36.90	8	.00	500	463.10	7
43-00	ELECTRIC/WATER/SEWER	1250	1146.10	92	13750	10512.42	77	2554.76	15000	1932.82	87

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	1146.10	92	13750	10512.42	77	2554.76	15000	1932.82	87
44-00	RENTALS AND LEASES	2003	.00	0	20238	123.78	1	.00	22250	22126.22	1
44 **	RENTALS AND LEASES	2003	.00	0	20238	123.78	1	.00	22250	22126.22	1
45-00	INSURANCE	1975	.00	0	10899	12868.07	118	.00	12869	.93	100
45 **	INSURANCE	1975	.00	0	10899	12868.07	118	.00	12869	.93	100
46-00	REPAIRS & MAINTENANCE	11668	1127.90	10	96369	29942.49	31	3300.00	111522	78279.51	30
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3498	2631.87	75	38478	35029.74	91	1467.00	41977	5480.26	87
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	15166	3759.77	25	134847	64972.23	48	4767.00	153499	83759.77	45
47-00	PRINTING & BINDING	41	.00	0	451	187.00	42	.00	500	313.00	37
47 **	PRINTING & BINDING	41	.00	0	451	187.00	42	.00	500	313.00	37
49-00	OTHER CHARGES & OBLIG.	22	.00	0	242	80.00	33	70.20	267	116.80	56
49-07	BAD DEBT EXPENSE	0	148.48-	0	0	2604.32-	0	.00	0	2604.32	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	148.48-	675-	242	2524.32-	1043-	70.20	267	2721.12	919-
51-00	OFFICE SUPPLIES	41	.00	0	451	90.27	20	.00	500	409.73	18
51 **	OFFICE SUPPLIES	41	.00	0	451	90.27	20	.00	500	409.73	18
52-00	OPERATING SUPPLIES	1088	273.75	25	11468	7546.55	66	1864.13	12564	3153.32	75
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	7178	5419.03	76	11968	25822.11	216	.00	19145	6677.11-	135
52-33	EMPLOYEE HEALTH CENTER	294	507.09	173	3234	2266.51	70	1261.49	3528	.00	100
52 **	OPERATING SUPPLIES	8560	6199.87	72	26670	35635.17	134	3125.62	35237	3523.79-	110
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	69	.00	0	738	815.00	110	.00	815	.00	100
54 **	MEMBERSHIP/PUBLICATIONS	69	.00	0	738	815.00	110	.00	815	.00	100
55-00	TRAINING	393	.00	0	4344	1480.02	34	.00	4735	3254.98	31
55 **	TRAINING	393	.00	0	4344	1480.02	34	.00	4735	3254.98	31
56-15	IT-RELATED OPERATING EXP	394	230.00	58	2364	1610.10	68	1150.00	2760	.10-	100
56 **	TECHNOLOGY SYSTEMS	394	230.00	58	2364	1610.10	68	1150.00	2760	.10-	100
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	61649	3530.52	6	523798	53233.40	10	179859.27	585455	352362.33	40
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	61649	3530.52	6	523798	53233.40	10	179859.27	585455	352362.33	40
64-00	MACHINERY & EQUIPMENT	16455	.00	0	168437	142681.97	85	28468.75	196802	25651.28	87
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	16455	.00	0	168437	142681.97	85	28468.75	196802	25651.28	87
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	155190.97-	0	.00	0	155190.97	0
69 **	PROPRIETARY FUND	0	.00	0	0	155190.97-	0	.00	0	155190.97	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TRANS TO 001 OVRHED ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
94 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	205620	82252.56	40	1952425	913650.70	47	289500.34	2173591	970439.96	55
GRAND	TOTAL *********										
		205620	82252.56	40	1952425	913650.70	47	289500.34	2173591	970439.96	55

Legislation Details (With Text)

File #:	22-564	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/14/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 08-31-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2022
Agenda Date: September 27,2022
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of August 31, 2022. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2022 Change Orders - CM authorized to execute

applied to contingency

as of: 8/31/2022

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
WS17FC											
Op. Rev.		164,105.00		22-084							
Project Manager:		21,405.00	contingency and other costs authorized								
account #	421-4020-536.63-00	142,700.00	exp authorized before contingency				Cumulative		FY22 cum		
	CC Control Corp			FY2022			$ 142,700.00		$ 142,700.00	$ -	
	PO#	**21,405**									
SW08PL	Cured In Place Piping										
Op. Rev.		179,333.00		2021-095							
Project Manag	Bryant Smith	3,090.00	contingency and other costs authorized								
account #	423-3570-538.63-00	176,243.00	exp authorized before contingency				Cumulative		FY22 cum		
	Granite In-Liner			FY2022	43529	146,070.00	$ 176,243.00		$ 176,243.00	$ -	
	PO# 78964			C/O #1	44772	4,173.00					
		3,090		C/O #2	44995	26,000.00					
N/A	1113 Abingdon Way Rehabilitation										
Op. Rev.		75,000.00		2022-064							
Project Manag	From CDBG Fund Balance	5,000.00	contingency and other costs authorized								
account #	103-3240-554.83-13 ($4,000)	70,000.00	exp authorized before contingency				Cumulative		FY22 cum		
	105-3240-554.83-00 ($66,000)										
	ALGAT Enterprises, Inc			FY2022 - 105	44946	66,000.00	$ 70,000.00		$ 70,000.00	51,498.00	
	PO# 79841			FY2022 - 103	44946	4,000.00					
		5,000									
WS22AR	Rexa Limitorque Actuator										
Op. Rev.		54,723.00		2022-047							
Project Manager:		4,975.00	contingency and other costs authorized								
account #	421-4020-536.64-00	49,748.00	exp authorized before contingency				Cumulative		FY22 cum		
				FY2022			$ 49,748.00		$ 49,748.00	$ -	
	PO#	**4,975**									
WS22DC	Drainage Culvert										
Op. Rev.		603,057.00		2022-040							
Project Manager:		100,509.50	contingency and other costs authorized								
account #	421-4020-536.63-00	502,547.50	exp authorized before contingency				Cumulative		FY22 cum		
	Atlantic Development of Cocoa			FY2022	44609	502,547.50	$ 502,547.50		$ 502,547.50	$ 458,247.50	
	PO# 79573										
		100,509.50									
PW00CC	HVAC Civic Center										
Op. Rev.		110,895.00		2022-028							
Project Manager:		30,800.00	contingency and other costs authorized								
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum		
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 100,890.00		$ 100,890.00		
	PO# 79572			C/O # 1	44656	20,795.00					
		10,005									
N/A	1219 Duke Way Rehabilitation										
Op. Rev.		63,277.00		2022-036							
Project Manager:		5,500.00	CDBGContingency will be added from 8/9/22 meeting								
account #	105-3240-554.83-00	57,777.00	SHIP				Cumulative		FY22 cum		
	103-3240-554.83-13										
	ALGAT Enterprises, Inc			FY2022 - 105	44707	54,777.00	$ 60,577.00		$ 60,577.00	$ 53,942.30	
	PO# 79626			FY2022 - 103	44707	3,000.00					
		200		C/O #1	44844	2,800.00					
				C/O #2	44952	2,500.00					
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement										
Op. Rev.		289,131.70	3/22/2022	2022-025							
Project Manager:		26,284.70	contingency and other costs authorized								
account #	303-3570-538.63-08	262,847.00	exp authorized before contingency				Cumulative		FY22 cum		
	424-4055-536.63-08										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
	Tiera Inc.			FY2022 - 303	44454	197,135.00 63-08	$ 262,847.00		$ 262,847.00		
	PO# 79493			FY2022-424	44454	65,712.00 63-01					
		26,285									
GR2102	Lift Station #1 Replacement										
Op. Rev.		718,638.00	12/14/2021	2021-124							
Project Manager:		65,331.00	contingency and other costs authorized								
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum		
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00		$ 653,307.00	$ 38,902.50	
	PO # 079254										
		65,331									
WS18MI	PINEDA										
Op. Rev.		12,066,069.40	11/30/2021	21-112							
Project Manager: City of Melbourne		1,096,915.40	contingency and other costs authorized								
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	421-4055-536.63-00										
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,454,346.24	$ 10,969,154.00	$ 485,192.24	$ 485,192.24	$ 10,969,154.00
	WIRE			FY2022	WIRE	399,159.24					
		611,723		CO #2	WIRE	86,033.00					
PW08SP	Paving										
Op. Rev.		310,427.08	10/26/2021	2021-104							
Project Manager:		7,443.40	contingency and other costs authorized								
account #	001-3510-541.63-00	292,556.60	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
		17,870.48	exp increased with contingency Agenda 22-135								
	VA Paving			FY2022	43800	292,556.60	$ 292,556.60		$ 292,556.60		
	PO# 78906			CO #1	44237	17,870.48	$ 17,870.48		$ 17,870.48	310,427.08	
		-									
WS16MM	Marlin Manor										
Op. Rev.		3,528,617.74	10/26/2021	2021-102							
Project Manager:		320,783.43	contingency and other costs authorized								
account #	424-4055-536.63-00	3,207,834.31	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Atlantic Development			FY2022	43818	3,207,834.31	$ 3,238,582.04		$ 3,238,582.04	$ 2,455,611.05	
	PO# 78969			CO #1	44069	15,335.21					
				CO #2	44859	15,412.52					
		290,036									
WS21OU	Ozone										
Op. Rev.		1,187,064.00	8/24/2021	2021-079							
Project Manager:		108,000.00	contingency and other costs authorized								
account #	424-4020-536.63-00	1,079,074.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
				FY2021	43248	1,079,074.00	$ 1,178,651.30		$ 1,178,651.30	$ 1,163,538.80	
	Vortex Services			CO #1	43248	(10.00)					
	PO#78445			CO #2	44000	99,587.30					
		8,413									
FL21FL	Fuel Tanks										
Op. Rev.		572,848.94	7/27/2021	2021-062							
Project Manager: Tony Jones		27,373.00	contingency and other costs authorized				Cumulative	FY21 cum	FY22 cum		
account #	421-4010-536.63-00	545,475.94	exp authorized before contingency								
	423-3570-538.63-00 and 001-3540-519.63-00			FY2021	43106	65,280.62	$ 65,280.62		$ 65,280.62	$ 65,280.62	
				FY2021	43104	480,195.29	$ 484,783.69		$ 484,783.69	$ 288,886.29	$ 80,721.58
	JRS Enterprises East Coast	11,770	421-4010-536.63-00	C/O#1	44956	4,588.40					
	PO #78317 and 78325	13,960	001-3540-519.63-00								
		1,643	423-3570-538.63-00								
		27,373									
WS21WS - Wewahootee epoxy coating											
Op. Rev.		251,900.00	4/27/2021 and 7/27/21 (Additional Contingency)	2021-035 & 2021-065							
Project Manager:		53,950.00	contingency and other costs authorized								
account #	424-4020-536.63-00	197,950.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Vortex Services			FY2021	42724	197,950.00	$ 251,900.00		$ 251,900.00	$ 91,475.00	$ 106,475.00
	PO#78016			CO#1	43114	53,950.00					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY2022 Expenditures	FY2021 Expenditures
		-									
WS21FM - FDOT project SR 528											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 79,596.96	
	Contractor PO# 77555										
		23,310									
WS1404 - Dyal Security											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,574,101.00	$ 2,378,456.00	$ 195,645.00	$ 1,560,719.51	$ 882,812.20
	Contractor PO# 77691			FY2022 CO # 2	43970	29,228.00					
				FY2022 CO # 3		124,901.00					
				FY2022 CO # 4		13,875.00					
				FY2022 CO # 5		17,550.00					
				FY2022 CO # 6	44125	10,091.00					
		42,200									
WS1222	BNR Process Improvements										
Op. Rev.		2,019,049.00	2/22/2022	2022-018							
Project Manager:		511,048.00	contingency and other costs authorized	2022-092							
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,508,001.00		$ 1,508,001.00	$ 507,911.04	
	PO# 079480			C/O#1							
		511,048									
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								

Legislation Details (With Text)

File #:	22-579	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/21/2022			**In control:**	City Council
On agenda:	9/27/2022			**Final action:**	
Title:	Bi-Weekly City Council Update Report for the dates of September 8-21, 2022. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report template (1) (4).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2022
Agenda Date: September 27, 2022
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-Weekly City Council Update Report for the dates of September 8-21, 2022

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Bi-Weekly City Council Update Report for the dates of September 8-21, 2022

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To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: September 8, 2022-September 21, 2022

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: 21 received/ 19 closed out/ $24.50 collected
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
  - 22-096: Crime Scene Technician, Police/Administration
  - 22-091: Custodial Worker, Public Works/Facilities
  - 22-070: Dispatcher/Communications Officer, Police/Communications
  - 22-098: Industrial Electrician II-Sellers, Utilities/Sellers
  - 22-008: Maintenance Worker I - Field Operations, Utilities/Sewer Field Operations
  - 22-009: Maintenance Worker I/WFO, Utilities/WFO
  - 22-128: Maintenance Worker II-Grounds, Public Works/Grounds
  - 22-013: Maintenance Worker II, Public Works/Stormwater & Streets
  - 22-099: Meter Reader, Finance/Field Services
  - 22-086: Planner / Senior Planner, Growth and Economic Development
  - 22-084: Planning and Zoning Manager, Growth and Economic Development
  - 22-037: Police Officer, Police/Administration
  - 22-071: Police Officer Trainee, Police/Administration
  - 22-069: School Crossing Guard (Part-Time), Police/Administration
  - 22-089: Staff Accountant, Finance/General Accounting
  - 22-094: Staff Accountant Bank/Treasury, Finance/General Accounting
  - 22-081: Utility Mechanic I – Dyal, Utilities/Dyal
  - 22-017: Utility Mechanic I, Utilities/Water Field Operations
- New employees
  - Adan Aviles Diaz, Police Officer/Police

    - Rafe Leming, Maintenance Worker I/Utilities
    - Fawna Valdovah, Accounts Payable Clerk/Finance
- Recent promotions
    - Anthony Marchica, Police Commander/Police
- Key retirements
    - N/A

City Manager's Office

- New press releases: none
- Upcoming Events:
    - October 4, 2022 – First Citizens Academy Session in Council Chambers at 5:30pm
- Citizens Academy updates
    - Class is full
    - Sessions begin October 4th
- Social media/e-newsletter statistics
    - Facebook
        - Post reach: 19,636
        - Post engagement: 6,188
        - Followers: 14,262
    - Twitter
        - Impressions: 3,752
        - Followers: 2,855
    - LinkedIn
        - Post impressions: 203
        - Followers: 937
    - NextDoor
        - Impressions: 3,987
        - Members: 3,661
    - September e-newsletter
        - Sent to 631 contacts
        - 53% open rate (average open rate for e-mail marketing in 2022 is 17%)
    - Next printed FYI Newsletter mails October 1, 2022.
- Upcoming special events at Leisure Services facilities:
    - **Annual Alzheimer's Association Walk to End Alzheimer's**
      September 24, 2022, 8:00 AM - 12:00 PM at Cocoa Riverfront Park
      Annual fundraising walk to raise awareness about Alzheimer's and funding to support programs, services and research. Additional information coming soon!

    - **Historic Cocoa Village Mainstreet Harvest Moon Sip and Stroll**
      September 24, 2022, 5:00 PM - 9:00 PM at Myrt Tharpe Square Gazebo

Community Services

- Major project updates
    - Cocoa Grand Apartments ~85% complete
    - Integra Apartments ~40% complete
    - Cirrus Apartments ~20% complete
- New businesses –since September 1
    - D1 – 4
    - D2 – 1
    - D3 – 4
    - D4 – 0
    - 61 Full Time / 19 Part Time employees added City-wide
- Permit/Inspection stats
    - 1,417 permits issued in 2022
    - 5,803 inspections in 2022
    - 165 permits under review
    - 91 permits issued September 1-22
- CRA updates
    - Hotel deliverables on schedule
- Home/SHIP/CDBG Updates
    - 1138 Peachtree Street rehab project in progress

Finance

- Old Joe Lee Smith Center RFP pre-proposal meeting held on 9/9
- Interim audit is being performed
- Preparing for 9/30 year-end procedures
- Final TRIM hearing on 9/27 City Council meeting for FY23 budget adoption
- Dates/limits for water service interruptions due to non-payment over the holidays is as follows:
    - Thanksgiving week – no interruptions
    - No interruptions 12/22
    - No interruption 12/27
    - No interruption 1/3

Fire Department

- Call stats (Fire/EMS)
- Inspection stats

MONTHLY FIRE PREVENTION REPORT (July 2022)

- Annual Fire Inspections: 83
- New Business Fire Inspections: 6
- Re-Inspections Completed: 61
- New Construction Insp: (3 Fire Alarm Final, 2 Fire Alarm Rough-In, 2 Fire Sprinkler Final, 1 Hydrant Flow Test, 2 Building Final)

- Knox Box Installations: 1
- Fire Investigation: 1
- Code Investigation-Complaints: 3 (False Alarm & Work without Permit Investigation)
- Meeting-Consultation: (3 Meeting, 4 Consultation, 2 DRC Meeting)
- Food Truck Inspection: 3
- Const. Plan Review: 12
- Site Plan Review: 2
- School Safety Walkthrough: 1
- Training: 2 (Building Layout Training & Hood Training w/ F.A.S.T.)
- Total Inspections: 197

Growth and Economic Development

- Project updates/highlights
  - Florida Department of Economic Opportunity made no comments on our three proposed amendments.

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department

- Activity/Event highlights
  - 8/23/22 Faith Based Leaders meeting
  - 8/26/22 Swear in Officer Nicholas Todd
  - 9/7/22 CPD, BCSO, CFR, FBI and ABT responded to the 300 block of Mc Cleod Dr. due to undetermined explosives in the back yard. All items rendered safe without further incident.
  - 9/9/22 Meeting with Mrs. McLaughlin for National Night Out event
  - 9/14/22 Interviewing Lieutenants for Commander vacancy

- New project/training updates
  - All employees received a training on Diversity, Inclusion and Equity.
  - All sworn personnel received training on Guardian vs Warrior. Guardian mindset is the expectation.
  - 9/6-9/9 Commander Dovale and Lt. Marchica attending leadership summit training in Jacksonville Florida

- 9/19-9/22 Sgt. Picheco and Wendy Stiteler attending IPTM Managing the Patrol FTO Program

- Chief's walk highlights
  - 8-31-22/1730 District 4 (Quail Ridge Subdivision)

- Community engagement highlights/events
  - Corporal Tulier and Officer Johnson attended the Line Supervision course from August 22, 2022 thru August 26, 2022.
  - Sergeant Stephenson attended the Faith Based Meeting with Chief Collier and Commander Dovale at St. Mark's Episcopal Church on August 23, 2022.
  - CEU assisted patrol with traffic control for the Artemis rocket launch on August 29, 2022.
  - CEU gave several new bicycles that were donated to the Cocoa Police Department to the School Resource Officer at Endeavor Elementary on August 30, 2022.
  - CEU assisted with homeless subject with Sean Johnson on August 30, 2022.
  - CEU participated Coffee with a K-9 Cop on August 31, 2022.
  - CEU participated in the Chief's Walk on August 31, 2022.
  - CEU assisted two homeless subjects at the Flying J with Sean Johnson and were able to provide them with services on August 31, 2022.

- Call stats-Crime Stats
  - UCR crime offenses have decreased by 16% from the previous month. When comparing UCR offenses totals from the previous year during the same period, we show a 7% decrease in crime overall.
  - Calls for Service Year to date, Officers with the CPD have responded to 50,966 calls for service, a 1% increase from the previous year's totals.

INCIDENTS:

- 5,519 Incidents
- 3,526 Officer initiated incidents
- 1,204 Incidents were high priority incidents
- *District 2* generated the *most non-officer initiated incidents with a total of 975*

ARRESTS:

- *98 Arrests, 10% decrease from prior month*
- District 1 generated 33 arrests in August

CASES:

- 387 reported cases
- *148 or a 38% of all cases have been closed*
- District 2 generated the most cases with a total of 125

- *3% of all reported cases for the month of August were UCR reportable*

ACCIDENTS/ CITATIONS:

- *Accidents have increased by 13% (86-76)*
- Traffic Enforcement, TS and Traffic Investigations have decreased by 1% from the previous month
- Traffic Violations have decreased by 18% (217-266)
- *12% of traffic ticket violations were for Traffic Dev/ Disobey*
- *DUI Violations decreased (1-3) from the previous month*

- Code Enforcement stats/highlights/Activity:

Active Cases	36
Complied Cases	54
Code Board Cases scheduled for September	12
Snipe Signs Pulled	49

Highlights:

- Removed Junk, Trash, & Debris in the Right of Way from Fiske & 520, 1400 Block of Stetson Cir, and Michigan (behind the Marathon)
- Re-Cited 1233 Jackson a problem property. This property has a Blanket Trespass
- Officer Vince Bounocore assisted Officer Noland during an apprehension of a subject.
- Placed 7 Stop Work Orders on properties for Building Without a Permit and found 1 unlicensed contractor.

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – This project is currently out for bid.
  - Parks Projects
    - Junny Rios – In Design
    - Provost – In Design
    - Stradley – In Design
    - Bracco – Awaiting equipment delivery
- Work order stats (received/closed) from August 16 – August 31

    - 177 received
    - 148 closed
    - Residential Bulk Green Waste Requests: 29
- 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) – In Design
        - US-1 Drainage Outfall Rehab (437116-1) – In Construction
        - SR 528 Widening and Reconstruction (407402-3) – In Design
        - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
        - SR 520 Safety Project Aurora to Causeway (442885-1) - In Design
    - Brightline/FEC
        - On-going construction to complete tracks

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations
    - Issued Work Orders – 2,055
    - Completed Work Orders – 1,270
    - Hydrants Flushed – 329
    - Valves Exercised – 255
    - Utility Locate Requests – 4222