City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, September 26, 2023

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-587 Approve the Agenda for the September 26, 2023, Cocoa City Council, Regular Meeting either as written or with amendments.

Attachments: 9-26-23 Short Agenda.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 23-477 To Approve the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc. (WSI) for the Limited Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Task Order 2024-04, the GMP Amendment #4 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services, and to Authorize the City Manager to Issue the Purchase Order(s) in Fiscal Year 2024; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Contingency Resolution.

Attachments:
- GMP Proposal #1 - Amendment 4.pdf
- Wharton Master Services Agreement.pdf
- WSI Amendment 3.pdf
- WSI Bid Fees
- Contingency Resolution 2023-103.doc
- TO-WHARTON 2024-04 $1,448,145.00 - UT-ENGIN.pdf
- TRACK SHEET.pdf
- COI Wharton Exp 4-1-24.pdf

V.2 23-485 Approve FY 2024 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Pending the Adoption of the FY2024 Budget.

Attachments:
- 24MCJFA0019_00_JFA.pdf

V.3 23-529 Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands installation and maintenance services; Approve a Sole Source Construction Agreement with Beemats for the installation of floating wetlands at a total cost of $794,880; Authorize the City Manager to approve contract amendments or extensions; Approve an Amendment to the Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC) to include ongoing floating wetlands maintenance cost of $153,000 to start in FY 25. Approve a Resolution Amending the FY23 Budget, BAF#23-123-T, for the cost of a Performance for the Project. Provide authority for the City Manager to approve a FY24 purchase order for the floating wetlands installation.

Attachments:
- EX-2023-0801-COC Construction Agreement.pdf
- MN038_Fully Executed_IncludesAllDocuments.pdf
- Service Level Agreement_Contract No. 21-11_BEEMATS.pdf
- 1st Amendment to Service Agmt-Floating Wetlands Water Quality Project.pdf
- 2nd Amendment B-21-11-COC.pdf
- Resolution 2023-031 (Sole Source _ Beemats).pdf
- Budget Resolution FY 2023-105 ADA Compliant.docx
- BAF-23-123-T-PW-Performance Bond Beemats (9-26-23).pdf

V.4 **23-556** Approve a Resolution waiving the competitive bidding process by reason of sole source to approve two multi-year agreements for critical information technology infrastructure and authorize the City Manager to approve and sign each agreement pending City Council approval of the FY2024 budget.

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

Attachments:
- Exhibit 1 - CONFIDENTIAL.pdf
- Exhibit 2 - CONFIDENTIAL.pdf
- Exhibit 3 - CONFIDENTIAL.doc
- Exhibit 4 - CONFIDENTIAL.pdf
- Exhibit 5 - CONFIDENTIAL.pdf

V.5 23-561 Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2023 through September 30, 2024 with an estimated premium of $1,709,340 pending approval of the FY2024 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement.

Attachments:
- Resolution for Comp Bid.doc

V.6 23-563 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Polyfloc AP1120P from Veolia WTS USA, Inc. of Trevose, PA.;To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals.

Attachments: Partial_SLA20230514 Service Agreement for Polyfloc AP1120P_Final_Veolia.p
EXHIBIT B Veolia Proposal - City of Cocoa - Price Agreement - 8-24-23 (004).p
Veolia Resolution to Waive Competitive Bidding.doc
FY24 Chemical Budget Exb A.pdf

V.7 23-564 City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-126-A to Provide Funding Due to an Accounting Entry and other Budget Overages.

Attachments: Budget Resolution FY 2023-109ADA Compliant.docx
BAF 23-126-A-FN-Medical Insurance (9-26-23) Agenda 23-564.pdf

V.8 23-571 Approve a Resolution providing for a waiver of building permit fees for six months from September 26, 2023 related to building or structural damage caused by the hailstorm on April 29, 2023.

Attachments: Resolution 2023-110

B. MULTI-YEAR CONTRACTS:

V.9(b) 23-531 To amend the City Mowing Services agreements with US Lawn and Perfection Lawn and Tree Service, originally approved under solicitation RFP 21-26-COC to include added service areas. To approve the increase in the contract value due to the additional service areas. Authorize the City Manager to execute change orders to add other new service areas up to the City Manager's purchasing authority of $75,000 during the remaining term of the agreements. Authorize the City Manager to negotiate and execute contract renewals. Authorize the City Manager to execute relative budget adjustments within the City Manager's purchasing authority of $75,000.

Attachments: P-21-26-COC Mowing Price Proposal Bid Verification Sheet (1).pdf
Notice of Award - US Lawns Areas 2 3 - Signed.pdf
Notice of Award - Perfection Lawn - Areas 1 4 - Signed.pdf
Exhibits - Mowing Areas.pdf
extra mow serivces 520.pdf
email pricing for extra mows.pdf
lee wenner extra mow.pdf

V.10(b) 23-557

To Approve the FY24 Renewals of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with the following Vendors: 1) **Allied Universal Corp**. (Contact B-22-12-COC-B) for the Purchase of Sodium Hypochlorite, 2) **Thatcher Chemical of Florida Inc.** (B-22-12-COC-C) for the Purchase of Ferric Sulfate, 3) **Carmeuse Lime & Stone** (B-20-19-COC) for the Purchase of Quick Lime Pebble, 4) **Tropichem Enterprises** (B-20-19-COC) for the Purchase of Wisprofloc Starch, 5) **Linde Inc.** (B-20-19-COC) for the Purchase of Liquid Oxygen. To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals.

Attachments:
- Allied - 1st Amendment B-22-12-COC-B PE Liquid Sodium Hypochlorite v2.pdf
- Allied SLA B-22-12-COC-B.pdf
- Thatcher - 1st Amend. SLA B-22-12-COC-C.pdf
- Thatcher SLA B-22-12-COC-C.pdf
- Carmeuse - 1st Amend. PE UT-DYAL-21-SLA-CARMEUSE-001-00 (B-20-19-C
- Carmeuse - SLA UT-DYAL-21-SLA-CARMEUSE-001-00 (B-20-19-COC).pdf
- Tropichem - 1st Amend. SLA-UT-DYAL-21-SLA-TROPICHEM-001-00 (B-20-19-
- Tropichem - SLA-UT-DYAL-21-SLA-TROPICHEM-001-00 (B-20-19-COC).pdf
- Linde - 1st Amend. PE SLA-UT-DYAL-21-SLA-LINDE-001-00 (B-20-19-COC).p
- Linde - SLA-UT-DYAL-21-SLA-LINDE -001-00 (B-20-19-COC).pdf
- FY24 Chemical Budget Exb A.pdf

V.11(b) 23-558

To Award ITB B-23-COC for the Supply and Delivery of Carbon Dioxide, for use as a Water Treatment Chemical, to Matheson Tri-Gas Inc. Approve a One-Year Agreement with the Option to Renew for an Additional Three One-Year Terms; Authorize the City Manager to Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total FY2024 Budget for Chemicals; Pending Approval of the FY2024 Budget.

Attachments:
- FY24 Chemical Budget Exb A.pdf
- B-23-24-COC - Carbon Dioxide Supply Agreement.pdf
- EXHIBIT A - City of Cocoa PO Terms and Conditions.pdf
- EXHIBIT B - ITB B-23-24-COC.pdf
- EXHIBIT C - MATHESON TRI GAS SUBMISSION.pdf

V.12(b) 23-589 Approve Multi-Year Piggyback agreement for uniform supply and delivery services with Reads Uniforms Inc. utilizing the City of Ocala contract award OFR 220630 through September 19th, 2025, Authorize the City Manager to execute amendments and extensions, pending the Adoption of the FY24 Budget.

Attachments: PARTIALLY EXECUTED Standard Form for Piggyback Contract No. OFR-2206 Ocala Fire Rescue Contract.pdf
EXECUTED CONTRACT - First Amendment to Agreement for Uniform Supply,
RE Contract OFR220630 - Uniform Supply and Delivery Services.msg
SIGNED E-Verify Contractor Affidavit.pdf

VI. PUBLIC HEARINGS:

VI.1 23-583 Approve Resolution 2023-101 adopting the Final Millage Rate of 6.9532 mills for the City of Cocoa Fiscal Year 2024 commencing on October 1, 2023 and ending on September 30, 2024, which represents an increase of 19.3% over the rolled-back rate of 5.8285.

Approve Resolution 2023-102 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2024 commencing on October 1, 2023 and ending on September 30, 2024.

Attachments: Notice of Proposed Tax Increase FY2024 (Tax Year 2023).pdf
Budget Ad Fiscal Year 2023-2024 (9-24-23).pdf
FY 2024 Adopted Budget Summary.pdf
Resolution Adopting the Final Millage Rate 2023-101.doc
Resolution Adopting the Final Budget 2023-102.doc
Pay Plans 09-26-23.pdf

VII. COUNCIL BUSINESS:

VII.1 23-555 Approve of the date changes for two events and one route change.

Attachments: City of Cocoa Events MOT Plan Golf Cart Parade Route.pdf

VII.2 23-559 Consider the reappointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2026.

Attachments: Harrell Intent to Reapply Notice.pdf
Board Roster.pdf

VII,3 23-604 Consider the Donation Application for Unitarian Universalist Fellowship of Central Brevard in the amount of $800.

Attachments: 09_21_2023- Unitarian Universalist Fellowship application.pdf

VII.4 23-605 The City Council provide direction to staff on the operation of low speed vehicles and golf carts on city streets and sidewalks.

Sponsors: Director

VIII. CITY BUSINESS:

VIII.1 23-599 Approval to participate in the Florida Recovery Obligation Calculation (F-ROC) program sponsored by the Florida Division of Emergency Management that will assist applicants in identifying risk in their organization and develop clear action plans that will help abate those risks while standardizing and streamlining the Public Assistance process.

Attachments: 2023-2024-official-f-roc-participation-request-form.pdf

IX. INFORMATIONAL AGENDA:

IX.1 23-580 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 Orders-CM Authorized August 2023.pdf

IX.2 23-581 FY 2023 August Budget Adjustment Report

Attachments: FY 2023 REVENUE Budget Tracking Worksheet-2023-08.pdf

FY 2023 EXPENSE Budget Tracking Worksheet-2023-08.pdf

IX.3 23-582 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 2023.pdf

IX.4 23-598 City Council Bi-Weekly Report, September 8 - September 21, 2023. (City Manager)

Attachments: Council Update Report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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 #:	23-587	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/18/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	Approve the Agenda for the September 26, 2023, Cocoa City Council, Regular Meeting either as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	9-26-23 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2023
Agenda Date: September 26, 2023
Prepared By: Lori Chabot, Recording Secretary
Through: Monica Arsenault, Interim City Clerk
Requested Action:
Approve the Agenda for the September 26, 2023, Cocoa City Council, Regular Meeting either as written or with amendments.

BACKGROUND:

Council Members approve the agenda at the beginning of the meeting either as written or with amendments.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Agenda for the September 26, 2023, Cocoa City Council, Regular Meeting either as written or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: September 26, 2023
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 26, 2023. (23-587)

III. Awards and Presentations:

IV. Delegations:

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

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

This Agenda may be Amended up until or at the Meeting

V. Consent Agenda:

(A) General Consent Items:

1. To Approve the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc. (WSI) for the Limited Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Task Order 2024-04, the GMP Amendment #4 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services, and to Authorize the City Manager to Issue the Purchase Order(s) in Fiscal Year 2024; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Contingency Resolution. (23-477). (Utilities Director)

2. Approve FY 2024 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Pending the Adoption of the FY2024 Budget. (23-485). (Utilities Director)

3. Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands installation and maintenance services; Authorize the City Manager to execute the Sole Source Construction Agreement with Beemats for the installation of floating wetlands at a total cost of $768,000; Authorize the City Manager to approve contract amendments or extensions; Approve the ongoing floating wetlands maintenance cost of $153,000 to start in FY 25; and Approve an Amendment to City of Cocoa and Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC) to include this maintenance. Approve a Resolution Amending the FY23 Budget, BAF#23-123-T, for the Bond Portion of the Project. (23-529). (Interim Public Works Director)

4. Approve a Resolution waiving the competitive bidding process by reason of sole source to approve two multi-year agreements for critical information technology infrastructure and authorize the City Manager to approve and sign each agreement pending City Council approval of the FY2024 budget. (Chief Technology Officer)

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

5. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2023 through September 30, 2024 with an estimated premium of $1,709,337 pending approval of the FY2024 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement. (23-561). (Administrative Services Director)

6. To approve a resolution waiving the competitive bidding process to make sole source purchase of Polyflock AP1120P from Veolia WTS USA, Inc. of Trevose, PA; Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total Estimated FY2024 Budget for Chemicals; Pending Approval of the FY2024 Budget. (23-563). (Utilities Director)

7. City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-088-T Transferring Funds for the final Run-out of medical self-insurance fees during this fiscal year. (23-564). (Finance Director)

8. Approve a Resolution providing for a waiver of building permit fees for six months from September 26, 2023 related to building or structural damage caused by the hailstorm on April 29, 2023. (23-571). (Community Services Director)

(B) Multi-Year Contracts:

9. To Approve Fiscal Year 2024 Funds to Cover Year Three of Initial Three-Year Mowing Contract # RFP 21-26-COC that was approved by City Council on September 28, 2021. Authorize the City Manager to issue the related purchase orders for U.S. Lawns in the amount of $210, 944 for Mowing Areas #2 and #3; and Perfection Lawn & Tree Service in the amount of $195,047 for Areas #1 and #4. Approve a Contingency Resolution and Authorize the City Manager to Issue Contingency Related Change Orders as Necessary not to exceed 9.7% of the total contract value, $39,381.13. Pending Approval of FY2024 Budget. (23-531). (Interim Public Works Director)

10. To Approve the FY24 Renewals of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with the following Vendors: 1) Allied Universal Corp. (Contact B-22-12-COC-B) for the Purchase of Sodium Hypochlorite, 2) Thatcher Chemical of Florida Inc. (B-22-12-COC-C) for the Purchase of Ferric Sulfate, 3) Carmeuse Lime & Stone (B-20-19-COC) for the Purchase of Quick Lime Pebble, 4) Tropichem Enterprises (B-20-19-COC) for the Purchase of Wisprofloc Starch, 5) Linde Inc. (B-20-19-COC) for the Purchase of Liquid Oxygen. To Authorize the City Manager to Execute Contracts, Approve

Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals. (23-557). (Utilities Director)

11. To approve a resolution waiving the competitive bidding process for the purpose of making renewal for the following existing competitively awarded chemical supply and delivery contract for the treatment of the City's water for fiscal year 2024:1)B-23-24-COC award TBD-Matheson Tri-Gas for the purchase of Carbon Dioxide. Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders in an Amount not to Exceed the Total Estimated FY2024 Budget for Chemicals; Pending Approval of the FY2024 Budget. (23-558). (Utilities Director)

12. Approve Multi-Year Piggyback agreement for uniform supply and delivery services with Reeds Uniforms Inc., utilizing the City of Ocala contract award OFR 220630 through September 19, 2025, Authorize the City Manager to execute amendments and extensions, pending the Adoption of the FY24 Budget. (23-589). (Fire Chief).

VI. Public Hearings:

1. Conduct a Public Hearing on the Final Millage Rate and Adopting the FY24 Budget and: Adopt Resolution No. 2023-101 adopting a final millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024; and Adopt Resolution No. 2023-102 adopting the FY2024 Budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024. (23-583).(Finance Director).

VII. Council Business:

1. Approve of the date changes for two events and one route change. (23-555). (Communication & Economic Development Director).

2. Consider the reappointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2026. (23-559). (Administrative Services Director)

3. Consider the Donation Application for Unitarian Universalist Fellowship of Central Brevard in the amount of $800. (23-604). (City Manager).

4. The City Council provide direction to staff on the operation of low speed vehicles and golf carts on city streets and sidewalks. (23-605). (City Manager).

VIII. City Business:

1. Approval to participate in the Florida Recovery Obligation Calculation (F-ROC) program sponsored by the Florida Division of Emergency Management that will assist applicants in identifying risk in their organization and develop clear action plans that will help abate those risks while standardizing and streamlining the Public Assistance process. (23-599). (Fire Chief).

IX. Informational Agenda:

1. 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. (23-580). (Finance Director)

2. FY 2023 August Budget Adjustment Report. (23-581). (Finance Director).

3. 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 report showing the relation between the estimated and actual income and expenses to date. (23-582). (Finance Director)

4. Bi-Weekly Report, September 8 – September 21, 2023. (23-598). (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:

This Agenda may be Amended up until or at the Meeting

(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 agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	23-477	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	8/3/2023		**In control:**	City Council	
On agenda:	9/26/2023		**Final action:**		
Title:	To Approve the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc. (WSI) for the Limited Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Task Order 2024-04, the GMP Amendment #4 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services, and to Authorize the City Manager to Issue the Purchase Order(s) in Fiscal Year 2024; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Contingency Resolution.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	GMP Proposal #1 - Amendment 4.pdf Wharton Master Services Agreement.pdf WSI Amendment 3.pdf WSI Bid Fees Contingency Resolution 2023-103.pdf TO-WHARTON 2024-04 $1,448,145.00 - UT-ENGIN.pdf TRACK SHEET.pdf COI Wharton Exp 4-1-24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 11, 2023
Agenda Date: September 26, 2023
Prepared By: John Perrin, P.E., Senior Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc. (WSI) for the Limited Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Task Order 2024-04, the GMP Amendment #4 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services, and to Authorize the City Manager to Issue the Purchase Order(s) in Fiscal Year 2024; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Contingency Resolution.

BACKGROUND:

The Advanced Waste Treatment (AWT) requirements per Florida Statute 403.806 mandate stricter limitations on wastewater effluent by July 1, 2025. The result of the statute effectively requires upgrades to the Internal Recycle Pump (IRP) system at the Jerry Sellers Water Reclamation Facility (Sellers WRF) to be in place and fully operational several months prior to the AWT deadline in order to allow time for testing and tuning of the system during wet and dry seasons prior to the AWT deadline in order to meet compliance requirements. The work generally consists of the replacement of pumps, motors, piping, pad mounts, and related appurtenances.

In addition to the AWT requirements, the City has been ordered to perform rehabilitation and replacement of components within the Influent Pump Station (IPS), Transfer Pump Station (TPS), and headworks areas of the Sellers WRF pursuant to the requirements of a Consent Order with the Florida Department of Environmental Protection (FDEP). The work generally consists of the replacement of pumps, piping, gates, and related appurtenances, as well as the refurbishment of the concrete basins of the IPS and headworks areas.

Due to time and space constraints, the IRP Replacement Project is being consolidated with, and performed in conjunction with, the IPS and TPS Rehabilitation Project.

The City of Cocoa has chosen to utilize the Construction Manager at Risk (CMAR) project delivery method for the IRP, IPS, and TPS Replacement and Rehabilitation Projects. As part of this delivery method, Wharton-Smith, Inc. (WSI) was previous selected and will provide preconstruction services during the design of the project. These services support the City's Design Engineer in developing the design and will help minimize potential change orders during the construction phase of the project. The preconstruction services phase of the project is still ongoing. However, in order to minimize scheduling impacts during the construction phase of the project due to long lead items, WSI has presented to the City a Guaranteed Maximum Price (GMP) Proposal #1 for the limited construction phase of the project, consisting of the procurement of long lead items, and the performance of subsurface investigative activities. Upon completion of the preconstruction phase services, WSI will issue GMP Proposal #2 for all remaining foreseen portions of the construction phase of the project.

The GMP Proposal #1 in the amount of $1,366,175 includes a statement of the cost of the limited construction work generally organized by equipment type, and includes an allowance for subsurface investigation, and includes fees for the CMAR previously approved by City Council on April 25, 2023. This proposal also includes a 3% CMAR contingency as well as a 3% Owner Contingency totaling $81,970 which will be encumbered into the total cost of the proposal as permissible per the terms of the CMAR continuing services agreement under RFQ-19-04-COC. The total cost for the task order will be $1,448,145.

It is also important to note that this task order does not represent the full cost of the project. The costs mentioned above will be used to place orders for the equipment. Since the pumps to be used are built-to-order, there are extensive lead times. A second amended task order will be presented to council at a later date will include the costs for installation.

Staff reviewed and recommends approval of this agenda item including the GMP Proposal #1 with WSI for the limited construction phase services for the IRP, IPS, and TPS Replacement and Rehabilitation Project at Sellers WRF.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$1,448,145.00
Account Number	424-4055-536.63-00 WS22IR
Account Name	Infrastructure

Source of Funds: Capital

Funds are approved for FY23 but will need to be rolled into FY24.

PREVIOUS ACTION:

On October 24, 2018, City Council approved the Final Ranking of the Firms for RFQ-19-04-COC, Construction Manager at Risk (CMAR) Services for Water and Wastewater Plant Project and authorized the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Three Top-Ranked Firms; Wharton-Smith, Inc., Garney Companies, Inc., and Petticoat-Schmitt Civil Contractors, Inc.

On August 23, 2022, City Council approved a Resolution waiving the competitive bidding process for the construction of the IPS Rehabilitation Project, and approved Amendments adding the IPS Rehabilitation Project to the scope of possible wastewater projects to the Master Services Agreements for CMAR services.

On April 25, 2023, City Council approved the Scope of Services as a multi-year contract with WSI for CMAR Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project at Sellers WRF.

RECOMMENDED MOTION:

To Approve the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc. (WSI) for the Limited Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project (WS22IR) at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Execute Task Order 2024-04, the GMP Amendment #4 to the Master Service Agreement with WSI for Construction Manager at Risk (CMAR) Services, and to Authorize the City Manager to Issue the Purchase Order(s) in Fiscal Year 2024; To Approve as a Multi-Year Contract from FY2023 through FY2025; To Approve a Contingency Resolution.

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Wharton-Smith, Inc.
CONSTRUCTION GROUP

September 11, 2023

Mr. John Perrin, PE
Senior Engineer
Utilities Department
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Re: Jerry Sellers Water Reclamation Facility (WRF) Pump Station Rehabilitation Project
Guaranteed Maximum Price (GMP) 1

Dear Mr. Perrin,

Wharton-Smith is pleased to submit the first GMP for the construction of the subject project. This first GMP consists of the following documents (attachments):

1. GMP Amendment
2. Clarifications
3. List of Drawings, Specifications and Addenda
4. Statement of the Guaranteed Maximum Price
5. Construction Schedule
6. Bid Evaluation Results

We have assumed an approval date for this first GMP by September 26, 2023 for this schedule. The approval is to begin the purchasing equipment associated with the longer manufacturing time (lead time). This allows opportunity to secure the equipment delivery durations while minimizing risk of full construction mobilization to the site.

This schedule includes the assumption to defer the torsional and rotor lateral analysis factory testing of the internal recycle and transfer station pumps. This testing for the pumping systems will be performed as part of the field services. If the modification to the pump factory testing is not acceptable, then the presented schedule will need to be adjusted as part of the final GMP 1.

The attached schedule includes an assumed approval for the second GMP by the beginning of December 2023. Wharton Smith is proceeding with the second GMP concurrently to secure the pricing for the remainder of the project work. The impact of the processing this second GMP may impact the proposed schedule for this project.

Please do not hesitate to contact me with any questions related to the documents provided as part of the GMP.

Sincerely,

Dwayne Kreidler, PE, Assoc. DBIA
Preconstruction Services Manager
Wharton-Smith, Inc.

ATTACHMENT 1– GMP Amendment

CITY OF COCOA	
GMP AMENDMENT	AMENDMENT #: **4**
DATE:	

Per the terms and conditions from the Master Service Agreement (Agreement) for Construction Manager at Risk Services, effective date 1/10/2019, between the City of Cocoa (City) and Wharton-Smith, Inc. (Contractor) and the Contract Documents as defined in the Agreement. The Contractor shall procure and shall maintain all insurance and bond requirements during the life of this Project per the Contract Documents.

for:

Construction Phase Services for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project

the following described changes are agreed to and are hereby accepted and incorporated:

SCOPE OF SERVICES:

Construction Management services for purchasing the new pump equipment and slide gates that represent the critical project path for the project schedule. Subsurface investigations are included as an allowance for this project.

ASSUMPTIONS, CLARIFICATIONS, AND TECHNICAL EXCLUSIONS:

1) Clarification information is provided as an attachment to GMP 1.

GMP Total Not To Exceed: $ **1,448,145.00**

Guaranteed Maximum Price Not to Exceed: One million, four hundred forty eight thousand, one hundred forty five and 00/100.
(WORDS)

Detailed breakdown of the GMP is described in the GMP Proposal attached hereto

ESTIMATED DATE OF COMPLETION:

The Contractor shall commence performance of the Construction Phase Work upon the City's acceptance of the Contractor's GMP Proposal and the execution of this GMP Amendment. Within twenty (20) days after the effective date of the final GMP Amendment, but before the Contractor starts the Construction Phase, a mandatory pre-construction conference will be held at the Project Site.

This contract work shall be substantially completed within _____454_____calendar days and fully complete in its entirety

within _____506_____ calendar days from the receipt of this fully executed GMP Amendment.

LIQUIDATED DAMAGES: The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred dollars ($500.00) per calendar day.

ACCEPTANCE

This GMP Amendment #4 shall become a part of the Agreement upon execution by both parties.

City of Cocoa		**Wharton-Smith, Inc.**	
By:		By:	
Name:		Name:	Patrick J. Hewitt
Title:		Title:	Chief Operating Officer - Water
Date:		Date:	

ATTACHMENT 2– Clarifications

Clarifications

1. GMP 1 includes the major equipment for the subject project. It is anticipated that a second GMP will include the remainder of the costs to complete the construction for this project.

2. Schedule is provided to show the anticipated durations for the project. Minor adjustments may be needed based on final engineering documents and adjustments to the approval duration needed for the second GMP.

3. Recommended bidder clarifications and exceptions are included in the Bid Evaluation Results. This information was reviewed and coordinated with the design engineer prior to selection.

4. Total GC's are based on the percentages identified as part of the Quotation submittal provided on April 5, 2023 for this project. This effort is part of the in-office work to complete the equipment packages, develop the purchase orders, coordinate and review shop drawings, as well as assist with potential Owner Direct Purchase efforts at a minimum.

5. The bidder questions and subsequent responses are included and included with GMP 1 contract information.

6. Schedule assumes the durations after removal the factory testing associated with the torsional and rotor lateral analysis on the vertical turbine (Transfer Pump Station) and non-clog centrifugal (IR Pump Station) pumps. These tests are assumed to be performed as part of the field testing.

7. Assumes pre-construction meeting will occur after the second GMP is approved but prior to mobilization to the site.

8. Days shown in the amendment are based on the City's approval for GMP 1.

City of Cocoa
Jerry Sellers WRF Pump Stations Rehab
Bidder Question Log

Project:	**Jerry Sellers WRF Pump Stations Rehabilitation**							**Date Submitted:**	**8/10/2023**
Phase:	**Bidding**								
Architect/Engineer:	**Carollo**								
Addendum	**Key No.**	**Document Reference**	**Question Received**	**Questions**	**By**	**Response**	**Response By**	**Engineer/Owner Confirmation**	**Addendum Response**
1	1	11293	8/8/2023	In spec, section 2.01 paragraph G it mentions "Leakage rates shall be one-half (1/2) that allowed by AWWA C563." Please change to: "Leakage rates shall be that allowed by AWWA C563." Please change this wording. AWWA has lowered the standard leakage rates, so this is not needed any more	MTS	**Section will be revised as requested.**	DRK/TS	Confirmed.	
1	2	00G04/11293	8/8/2023	The schedule in the specs only lists (2) gates, whereas the schedule in the Appendix A plans lists (7) gates. That said, the sizes on the schedule in Appendix A seem to be incorrect. It calls out all of the headworks gates as the same size, but in the drawings SLG-5 seems to be wider. Additionally, the sizes called out in the Slide Gate Bid Manual are somewhat different than the sizes on both schedules. And on the Bid Manual, there is an extra gate listed that is not on either schedule or in the drawings. We need clarification on sizes of gates to match both the Appendix A schedule and the Bid Form as well as if the added gate on the Bid Form is to be supplied, need drawing or info to quote. We have the site info we took on the Headwork gates but did not measure for the extra gate (SLG-6) on the Bid Form	MTS	**Schedule shown on 00G04 is correct for the preliminary treatment structure (PTS) gate schedule, save for the SLG-5 which should be revised to 5'-0" width per the structural record drawings. Schedule in Section 11293 will reference the gate schedule in 00G04 and the table in Section 11293 will be removed. Refer to response on item 3 for SLG-6. SLG-6 will be added to the schedule shown on 00G04.**	DRK/TS	Confirmed. Gate schedule to be removed from spec and updated in drawings. Spec to refer to gate schedule in drawings. SLG-5 width confirmed to be 5ft. SLG-6 to be added to the schedule shown on 00G04.	
1	3	Gate Bid Manual	8/8/2023	Under section 6.1 "Work Overview", it lists "SLG-6 (Re-Aeration Basin Valve) 4' wide, 4' Tall". I don't see this on the plans or any schedules, so if we are required to provide this, we will need the details for this gate.	MTS	**SLG-6 will be installed in the existing re-aeration basin on the wall of the effluent piping. Price a gate that will be 4'x4' with a 4' travel distance fully enclosed gate. Bi-directional flow shutoff with a head condition of 15 feet. Bottom of gate is estimated to be at EL 32 and top at EL 36. Extend the gate frame and stem to approximately EL 47. Gate will include a bevel gear box and extension (approximately 3 feet) to access the gate handwheel from the top of existing platform. Section 11293 will apply to this gate.**	DRK/TS	Gate to include a bevel gear box and extension to access the gate operating wheel from top of the existing platform.	
1	4	11312D	8/8/2023	Are the existing motors being reused for this pump?	CV	**No, a new motor will be provided for each vertical turbine pump provided.**	DRK/TS	Confirmed.	
1	5	11312D	8/8/2023	1.03.J Bearing Life calculations are not available for Sleeve type bearings. 1.03.Q. Exception to factory resonance testing. Resonance test at Factory does not provide accurate data as it is not secured properly to the foundation. Factory test is done on temporary setup and So, this test should be performed in field. 1.03.R. Dynamic Balancing result shall be for impeller only 1.07.A Warranty shall be Flowserve standard 12 months from startup not to exceed 18 months from shipment. 1.10.C NPSH Available data was not provided and thus NPSHa to NPSHr was not verified. 2.04.G Plug shall be provided by others 2.14.C. Structural lateral analysis shall be performed assuming that the structure of the building will be rigid per HI 9.6.4. 3.02.C.5.a.1 Vibration testing allowable limits shall be 100% HI. We will require engineer to remove 50%HI from spec or confirm that 100% HI is acceptable for us to bid this job. 3.02.D.1.a, 3.02.D.2 Motor testing and alignment shall be done by others as this is the existing motor. All the source testing shall be done using shop motor. IF you run into an issue finding someone to assist, let us know and we can send you a great contact. 3.02.D.1.k Pressure tap for head measurement will be per HI at source quality testing. 3.02.E The require multi speed test for a constant speed motor. Schedule says Motor is constant speed, but inverter duty rated while all the duty point are at Maximum speed. We will be building extra cost for multispeed testing which might not be required if they are going to run this pump on full speed. Please advise if you want us to include cost? Test will be done using shop motor and VFD	CV	**1.03.J Confirmed. Calculations are not required for sleeve bearings.** **1.03.Q. Confirmed. Factory resonance testing is not required.** **1.03.R. Confirmed. Factory dynamic balancing is limited to the pump impellers.** **1.07.A Warranty shall be per contract documents.** **1.10.C The estimated NPSHa is 34ft when the lead pump is called to operate.** **2.04.G 2-inch plug to be provided by manufacturer.** **2.14.C.Confirmed.** **3.02.C.5.a.Confirmed, 100% HI is acceptable.** **3.02.D.1.a, 3.02.D.2 Provide a motor for each pump per response to item 4 above.** **3.02.D.1.k Pump supplier to comply.** **3.02.E Transfer pumps are constant speed, not multi-speed. Inverter duty motor is not required.**	DRK/TS	1.03.J Confirmed. Calculations are not required for sleeve bearings. 1.03. Q Confirmed. Factory resonance testing is not required. 1.03. R. Confirmed. Factory dynamic balancing is limited to the pump impellers. 1.07.A Confirmed. 1.10.C The estimated NPSHa is 34ft when the lead pump is called to operate. 2.04.G Confirmed. 2.14.C Confirmed. 3.02.C.5.a.1 Confirmed, 100% HI is acceptable. 3.02. D.1.a Confirmed. 3.02.D.1.k Pump supplier to comply. 3.02.E Transfer pumps are constant speed, not multi-speed. Inverter duty motor is not required.	
1	6	03E02/03E04	8/16/2023	It appears to show the existing VFD's (to be re-used?) (INFP- 2, 4 & 6) and the 25Hp (INFP- 1, 3 & 5) units operating direct ACL start.	Hydra	This is correct, the lower horsepower motor pumps are powered by the existing motor starter and the larger horsepower motor pumps will be powered by the existing VFDs as indicated.	DRK		
1	7	03E02/03E04	8/16/2023	Are we replacing the FVNR starters for INFP-1,3 & 5 with VFD's?	Hydra	No, reuse the existing electrical and VFD equipment to power the new pumps.	DRK		
1	8	03E02/03E04	8/16/2023	Also, are notes 4,5 & 7 contained in EM315 J-Box and EM320 local HOA box?	Hydra	Assume these notes are from the electrical drawings, 4 and 7 related to other scope, note 5 indicates the temperature and moisture sensors which are part of the pump manufacturer's scope to supply.	DRK		
1	9	11312G	8/16/2023	2.06 Variable frequency drives paragraph - The Pump Schedule lists INFP- 1,3, & 5 as being direct start.	Hydra	This is correct per the prior responses related to this pump system.	DRK		

ATTACHMENT 3– List of Drawings, Specifications and Addenda

CITY OF COCOA

JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 1

DRAWING INDEX

NO.	SHEET NO.	TITLE	DATE
		GENERAL	
1	00G01	COVER SHEET	2/2023
2	00G02	SHEET INDEX AND GENERAL NOTES	2/2023
3	00G03	ABBREVIATIONS, SYMBOLS AND LEGEND SHEET	2/2023
4	00G04	EQUIPMENT AND VALVE SCHEDULES	2/2023
		CIVIL	
5	00C01	OVERALL SITE PLAN	2/2023
6	00C02	YARD PIPING DEMOLITION PLAN	2/2023
7	00C03	YARD PIPING MODIFICATION PLAN	8/17/2023
8	00C04	PAVING AND GRADING PLAN	2/2023
9	00C05	CIVIL DETAILS	2/2023
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10	00M00	GENERAL LEGENDS AND SYMBOLS	2/2023
11	00M01	INFLUENT PUMP STATION DEMOLITION LOWER LEVEL PLAN	2/2023
12	00M02	INFLUENT PUMP STATION DEMOLITION UPPER LEVEL PLAN	2/2023
13	00M03	INFLUENT PUMP STATION DEMOLITION SECTIONS	2/2023
14	00M04	INFLUENT PUMP STATION MODIFICATION LOWER LEVEL PLAN	2/2023
15	00M05	INFLUENT PUMP STATION MODIFICATION UPPER LEVEL PLAN	2/2023
16	00M06	INFLUENT PUMP STATION MODIFICATION SECTIONS	2/2023
17	00M07	INTERNAL RECYCLE PUMP STATION DEMOLITION PLAN	2/2023
18	00M08	INTERNAL RECYCLE PUMP STATION AND DISCHARGE PIPING PLAN	8/17/2023
19	00M09	INTERNAL RECYCLE PUMP STATION ENLARGED PLAN	8/17/2023
20	00M10	INTERNAL RECYCLE PUMP STATION SECTIONS	8/17/2023
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22	00M12	TRANSFER PUMP STATION SECTION	8/17/2023
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25	00M15	HEADWORKS SECTIONS	8/17/2023
26	00M16	MECHANICAL DETAILS I	2/2023
27	00M17	MECHANICAL DETAILS II	2/2023
28	00M18	MECHANICAL TYPICAL DETAILS I	2/2023
29	00M19	MECHANICAL TYPICAL DETAILS II	2/2023
		STRUCTURAL	
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31	00S02	INFLUENT PUMP STATION DEMOLITION PLANS AND SECTIONS	2/2023
32	00S03	INFLUENT PUMP STATION PLANS AND SECTIONS	2/2023
33	00S04	HEADWORKS PLANS AND SECTIONS	2/2023
34	00S05	INFLUENT PUMP STATION PIPE SUPPORT DETAILS	2/2023
35	00TS01	INFLUENT PUMP STATION TYPICAL DETAILS	2/2023
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37	GE02	ABBREVIATIONS	2/2023
38	00E01	PROJECT NOTES AND HAZARDOUS AREAS CLASSIFICATIONS	2/2023
39	01E01	OVERALL SITE PLAN	2/2023
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CITY OF COCOA

JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 1

DRAWING INDEX

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44	01E06	RECYCLE PUMP STATION PLAN	8/17/2023
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46	03E01	MCC-1 ELEVATION	2/2023
47	03E02	MCC-1 ONE-LINE DIAGRAM	2/2023
48	03E03	MCC-2 ELEVATION	2/2023
49	03E04	MCC-2 ONE-LINE DIAGRAM	2/2023
50	03E05	MCC-3 AND MCC-4 ELEVATIONS	8/17/2023
51	03E06	MCC-3 ONE-LINE DIAGRAM 1	8/17/2023
52	03E07	MCC-3 ONE-LINE DIAGRAM 2	2/2023
53	03E08	MCC-4 ONE-LINE DIAGRAM	8/17/2023
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55	00TE01	TYPICAL DETAILS - 1	2/2023
56	00TE02	TYPICAL DETAILS - 2	2/2023
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CITY OF COCOA
JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 1
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00632	REQUEST FOR INFORMATION OR INTERPRETATION (RFI)	7/20/2023
00636	CHANGE ORDER	7/20/2023
	DIVISION 01 – GENERAL REQUIREMENTS	
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01116	CONTRACT DOCUMENT LANGUAGE	7/20/2023
01140	WORK RESTRICTIONS	7/20/2023
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CITY OF COCOA

JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 1

SPECIFICATION TABLE OF CONTENTS

SECTION NO.	TITLE	DATE
	DIVISION 03 - CONCRETE	
03100	CONCRETE FORMWORK	7/20/2023
03180	CONCRETE COATING SYSTEM	7/20/2023
03200	CONCRETE REINFORCEMENT	7/20/2023
03250	CONCRETE JOINTS AND JOINT ACCESSORIES	7/20/2023
03300	CAST-IN-PLACE CONCRETE	7/20/2023
03350	CONCRETE FINISHES	7/20/2023
03600	GROUT	7/20/2023
03740	MODIFICATIONS AND REPAIR TO CONCRETE	7/20/2023
	DIVISION 05 - METAL	
05500	MISCELLANEOUS METAL	7/20/2023
	DIVISION 09 - FINISHES	
09960	HIGH-PERFORMANCE COATINGS	7/20/2023
09961	FUSION BONDED EPOXY LINING	7/20/2023
	DIVISION 11 - EQUIPMENT	
11293	COPLASTIX SLUICE GATES	7/20/2023
11312B	HORIZONTAL NON-CLOG CENTRIFUGAL PUMPS	7/20/2023
11312D	VERTICAL TURBINE SHORT SETTING CENTRIFUGAL PUMPS	7/20/2023
11312G	SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS - INFLUENT PUMP STATION	7/20/2023
	DIVISION 13 - SPECIAL CONSTRUCTION	
13446	MANUAL ACTUATORS	7/20/2023
13447	ELECTRIC ACTUATORS	7/20/2023
	DIVISION 15 - MECHANICAL	
15050	COMMON WORK RESULTS FOR MECHANICAL EQUIPMENT	7/20/2023
15052	COMMON WORK RESULTS FOR GENERAL PIPING	7/20/2023
15061	PIPE SUPPORTS	7/20/2023
15075	EQUIPMENT IDENTIFICATION	7/20/2023
15076	PIPE IDENTIFICATION	7/20/2023
15100	MANUAL, CHECK, AND PROCESS VALVES	7/20/2023
15110	COMMON WORK RESULTS FOR VALVES	7/20/2023
15119	AUTOMATIC AIR AND VACUUM VALVES	7/20/2023
15121	PIPE COUPLINGS	7/20/2023
15211	DUCTILE IRON PIPE: AWWA C151	7/20/2023
15230	PLASTIC PIPING AND TUBING	7/20/2023
15249	POLYVINYL CHLORIDE (PVC) PIPE: SCHEDULE TYPE	7/20/2023
15286	STAINLESS STEEL PIPE AND TUBING	7/20/2023
15956	PIPING SYSTEMS TESTING	7/20/2023
15958	MECHANICAL EQUIPMENT TESTING	7/20/2023
	DIVISION 16 - ELECTRICAL	
16050	COMMON WORK RESULTS FOR ELECTRICAL	7/20/2023
16052	HAZARDOUS CLASSIFIED AREA CONSTRUCTION	7/20/2023
16060	GROUNDING AND BONDING	7/20/2023
16070	HANGERS AND SUPPORTS	7/20/2023
16075	IDENTIFICATION FOR ELECTRICAL SYSTEMS	7/20/2023
16123	600-VOLT OR LESS WIRES AND CABLES	7/20/2023
16130	CONDUITS	7/20/2023
16133	DUCT BANKS	7/20/2023

CITY OF COCOA

JERRY SELLERS WRF PUMP STATIONS REHABILIATION PROJECT - GMP 1

SPECIFICATION TABLE OF CONTENTS

SECTION NO.	TITLE	DATE
16134	BOXES	7/20/2023
16150	LOW VOLTAGE WIRE CONNECTIONS	7/20/2023
16222	LOW VOLTAGE MOTORS UP TO 500 HORSEPOWER	7/20/2023
16262	VARIABLE FREQUENCY DRIVES 0.50 - 50 HORSEPOWER	7/20/2023
16411	DISCONNECT SWITCHES	7/20/2023
16412	LOW VOLTAGE MOLDED CASE CIRCUIT BREAKERS	7/20/2023
16444	LOW VOLTAGE MOTOR CONTROL CENTERS	7/20/2023
16950	FIELD ELECTRICAL ACCEPTANCE TESTS	7/20/2023
DIVISION 17 - INSTRUMENTATION AND CONTROLS		
17050	COMMON WORK RESULTS FOR PROCESS CONTROL AND INSTRUMENTATION	7/20/2023
17100	CONTROL STRATEGIES NORM ANDE	7/20/2023
17101	SPECIFIC CONTROL STRATEGIES	7/20/2023
17201	LEVEL MEASUREMENT: SWITCHES	7/20/2023
17202	LEVEL MEASUREMENT: BUBBLER	7/20/2023
17401	PRESSURE/VACUUM MEASUREMENT: DIAPHRAGM SEALS	7/20/2023
17402	PRESSURE/VACUUM MEASUREMENT: INSTRUMENT VALVES	7/20/2023
17404	PRESSURE/VACUUM MEASUREMENT: GUAGES	7/20/2023
17405	PRESSURE/VACUUM MEASUREMENT: DIRECT	7/20/2023
17950	COMMISSIONING FOR INSTRUMENTATION AND CONTROL	7/20/2023

ATTACHMENT 4– Statement of the Guaranteed Maximum Price

CITY OF COCOA - JERRY SELLERS WRF REHAB AND REPLACEMENT PROJECT
GMP #1 - PROCESS EQUIPMENT
8/31/2023

COST SUMMARY

		LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs		$ -	$ -	$ 1,024,270	$ 25,000	$ 1,049,270
Sales Tax on Purchase Orders					$ 66,578	$ 66,578
Total GC's	**10.85%**					$ 121,069
COST OF CONSTRUCTION		**$0**	**$0**	**$1,024,270**	**$91,578**	**$1,236,917**
Fee	**9.00%**					$ 111,323
Bond	**0.80%**					$ 9,895
Insurance	**0.65%**					$ 8,040
TOTAL		**$0**	**$0**	**$1,024,270**	**$91,578**	**$1,366,175**
CMAR Contingency	**3.00%**					$ 40,985
Owner Contingency	**3.00%**					$ 40,985
TOTAL WITH CONTINGENCY						**$1,448,145**

CITY OF COCOA - JERRY SELLERS WRF REHAB AND REPLACEMENT PROJECT
GMP #1 - PROCESS EQUIPMENT
9/7/23

COST OF WORK

DESCRIPTION	QTY	UOM	LABOR $ AMOUNT	EQUIPMENT $ AMOUNT	MATERIALS $ AMOUNT	SUBS $ AMOUNT	$ TOTALS	COMMENTS
PURCHASE ORDERS							$ 1,024,270	
IRP NON-CLOG CENTRIFUGAL PUMPS	1	LS	$ -	$ -	$ 243,100	$ -	$ 243,100	FLOWSERVE (DXP)
IPS SUBMERSIBLE PUMPS	1	LS	$ -	$ -	$ 233,104	$ -	$ 233,104	ABS (HYDRA SERVICE)
TPS VT PUMPS	1	LS	$ -	$ -	$ 276,940	$ -	$ 276,940	FLOWSERVE (DXP)
SLIDE GATE PACKAGE	1	LS	$ -	$ -	$ 271,126	$ -	$ 271,126	ALFA LAVAL (MTS)
ALLOWANCES							$ 25,000	
ALLOWANCE FOR SOFT DIGS AND SUE	1	LS	$ -	$ -	$ -	$ 25,000	$ 25,000	
TOTAL DIRECT COST			**$ -**	**$ -**	**$ 1,024,270**	**$ 25,000**	**$ 1,049,270**	

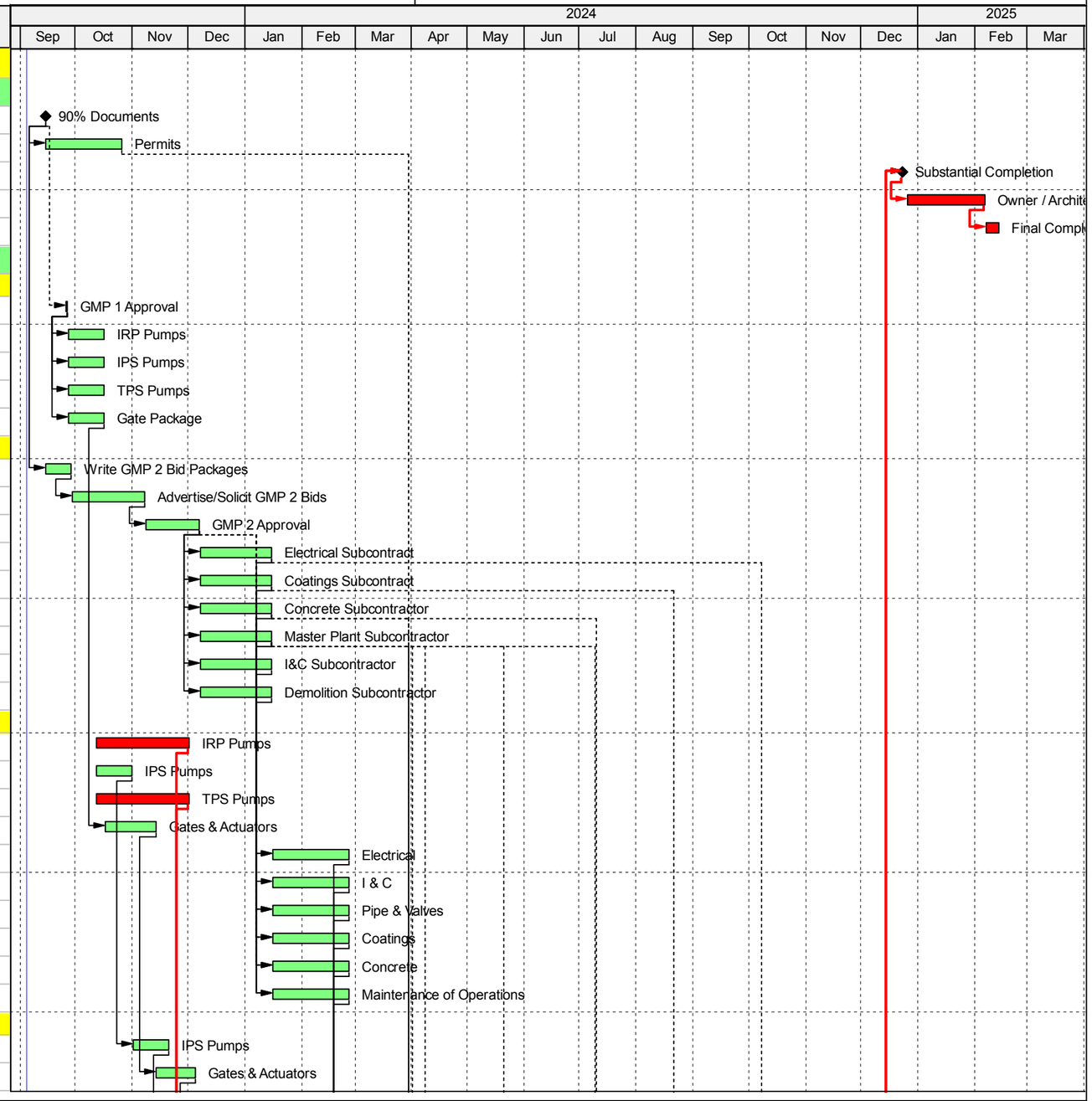
ATTACHMENT 5– Construction Schedule

Wharton-Smith, Inc. CONSTRUCTION GROUP

Cocoa Jerry Sellers WRF Upgrades GMP 1 (Flowserve)

Project ID: 23-086-Cocoa GMP1 Flowser
Run 07-Sep-23 at 13:20

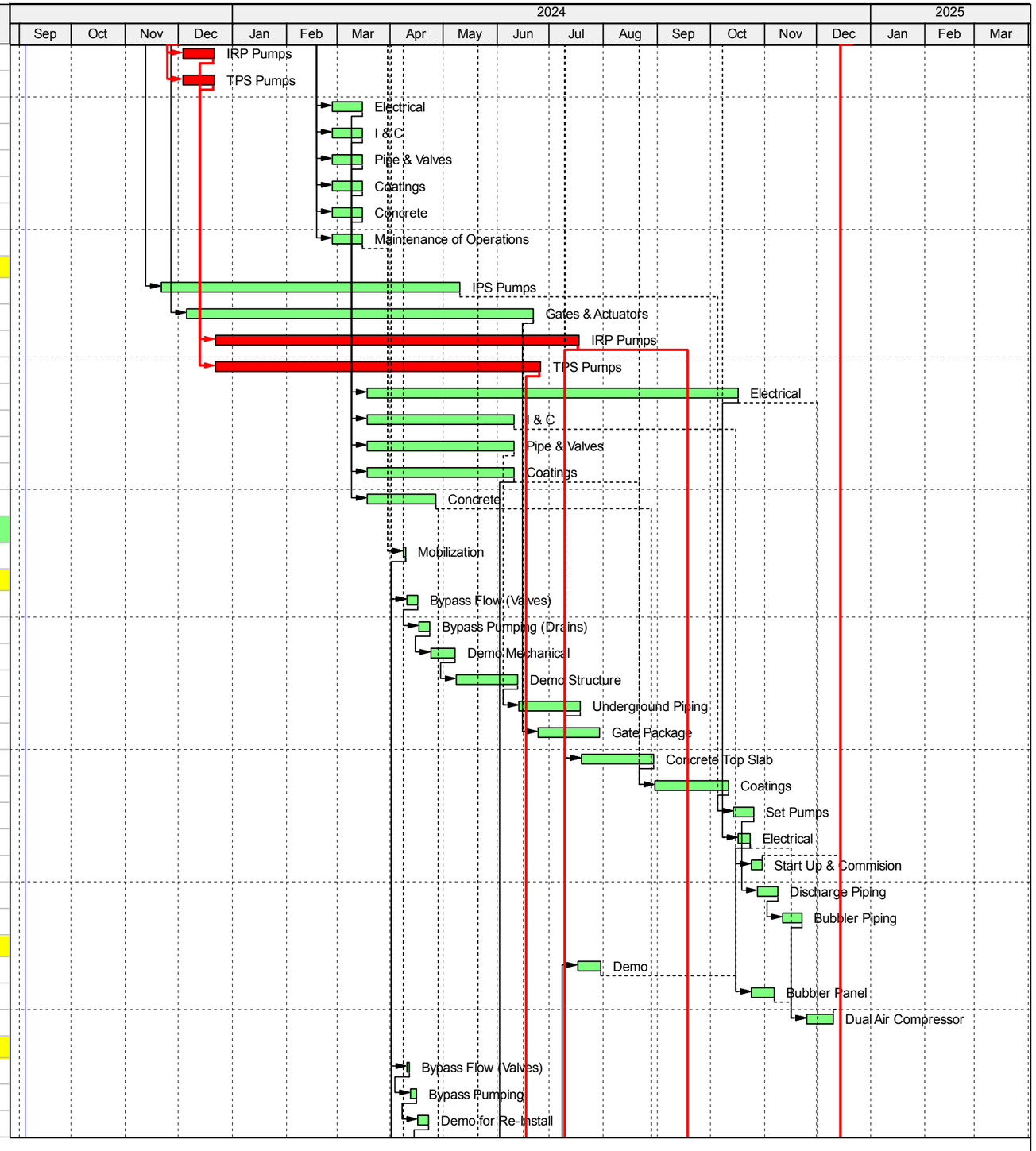
Activity ID	Activity Name	Roles	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float
Cocoa WRF Improvements								
Project Milestones								
A2000	90% Documents		0	0	15-Sep-23*		0%	11
A2010	Permits		30	30	15-Sep-23	26-Oct-23	0%	121
FIS-140	Substantial Completion		0	0		23-Dec-24	0%	0
FIS-120	Owner / Architect Punchlist		30	30	26-Dec-24	06-Feb-25	0%	0
FIS-130	Final Completion		5	5	07-Feb-25	13-Feb-25	0%	0
General Requirements								
GMP - 1 Procurement								
A2030	GMP 1 Approval		1	1	26-Sep-23*	26-Sep-23	0%	82
A1960	IRP Pumps		14	14	27-Sep-23	16-Oct-23	0%	336
A1970	IPS Pumps		14	14	27-Sep-23	16-Oct-23	0%	336
A1980	TPS Pumps		14	14	27-Sep-23	16-Oct-23	0%	336
A1990	Gate Package		14	14	27-Sep-23	16-Oct-23	0%	82
GMP - 2 Procurement								
A2140	Write GMP 2 Bid Packages		10	10	15-Sep-23	28-Sep-23	0%	11
A2150	Advertise/Solicit GMP 2 Bids		28	28	29-Sep-23	07-Nov-23	0%	11
A2120	GMP 2 Approval		20	20	08-Nov-23	07-Dec-23	0%	11
A2060	Electrical Subcontract		25	25	08-Dec-23*	15-Jan-24	0%	21
A2080	Coatings Subcontract		25	25	08-Dec-23*	15-Jan-24	0%	66
A2090	Concrete Subcontractor		25	25	08-Dec-23	15-Jan-24	0%	66
A2100	Master Plant Subcontractor		25	25	08-Dec-23	15-Jan-24	0%	11
A2110	I&C Subcontractor		25	25	08-Dec-23	15-Jan-24	0%	116
A2130	Demolition Subcontractor		25	25	08-Dec-23	15-Jan-24	0%	24
Submittals								
A1050	IRP Pumps		35	35	12-Oct-23*	01-Dec-23	0%	0
A1130	IPS Pumps		14	14	12-Oct-23*	31-Oct-23	0%	116
A1140	TPS Pumps		35	35	12-Oct-23*	01-Dec-23	0%	0
A1180	Gates & Actuators		20	20	17-Oct-23	13-Nov-23	0%	82
A1150	Electrical		30	30	16-Jan-24	26-Feb-24	0%	21
A1160	I & C		30	30	16-Jan-24	26-Feb-24	0%	116
A1170	Pipe & Valves		30	30	16-Jan-24	26-Feb-24	0%	11
A1190	Coatings		30	30	16-Jan-24	26-Feb-24	0%	66
A1200	Concrete		30	30	16-Jan-24	26-Feb-24	0%	66
A1210	Maintenance of Operations		30	30	16-Jan-24	26-Feb-24	0%	24
Engineer Review								
A1320	IPS Pumps		14	14	01-Nov-23	20-Nov-23	0%	116
A1370	Gates & Actuators		14	14	14-Nov-23	05-Dec-23*	0%	82



Actual Work
Remaining Work
Critical Remaining Work
Milestone

Data Date: 05-Sep-23
TASK filter: All Activities

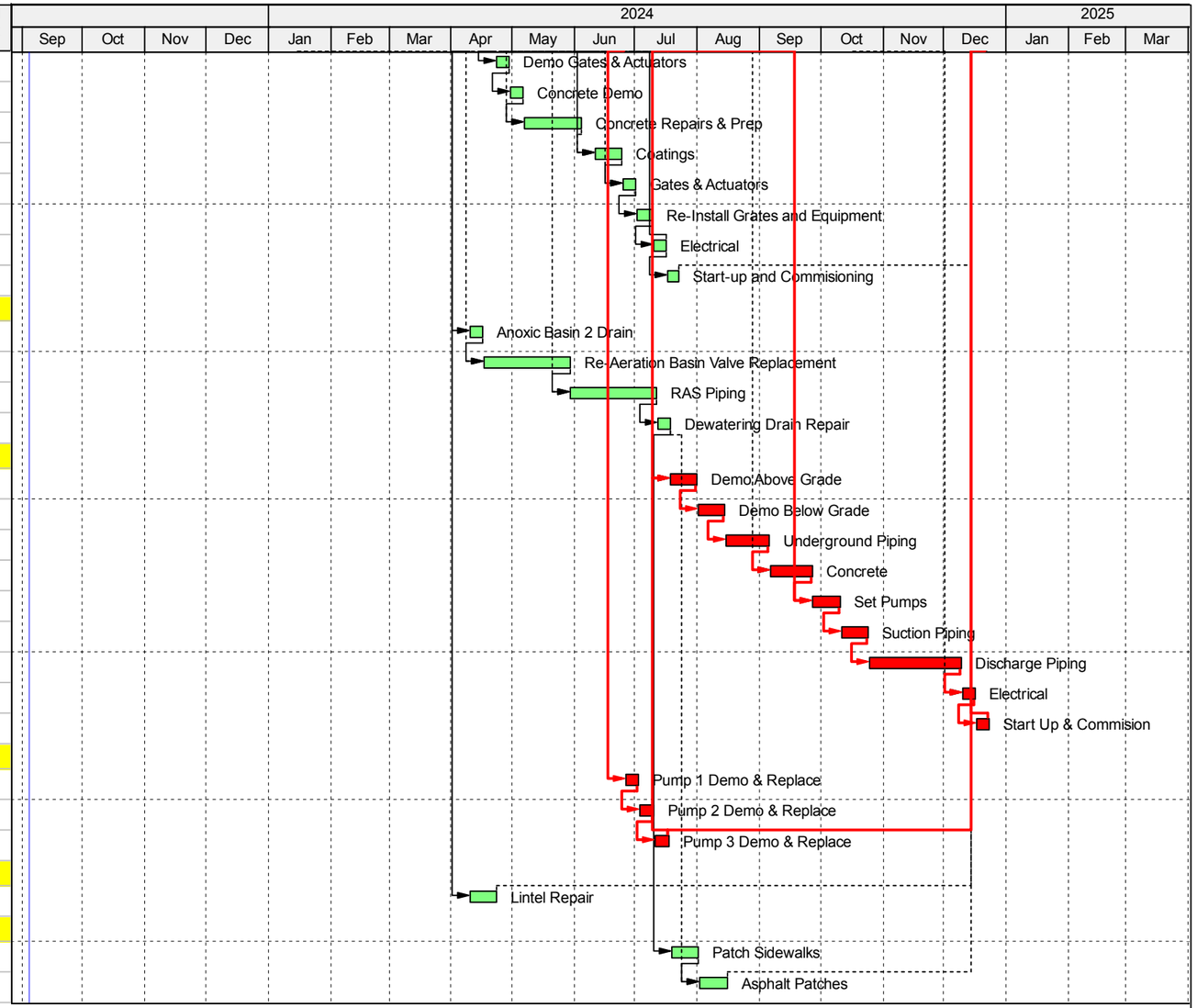
Activity ID	Activity Name	Roles	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float
A1310	IRP Pumps		14	14	04-Dec-23	21-Dec-23	0%	0
A1330	TPS Pumps		14	14	04-Dec-23	21-Dec-23	0%	0
A1340	Electrical		14	14	27-Feb-24	15-Mar-24	0%	21
A1350	I & C		14	14	27-Feb-24	15-Mar-24	0%	116
A1360	Pipe & Valves		14	14	27-Feb-24	15-Mar-24	0%	11
A1380	Coatings		14	14	27-Feb-24	15-Mar-24	0%	66
A1390	Concrete		14	14	27-Feb-24	15-Mar-24	0%	66
A1400	Maintenance of Operations		14	14	27-Feb-24	15-Mar-24	0%	24
Delivery								
A1420	IPS Pumps		120	120	21-Nov-23	10-May-24	0%	116
A1470	Gates & Actuators		140	140	06-Dec-23	21-Jun-24	0%	82
A1410	IRP Pumps		145	145	22-Dec-23	17-Jul-24	0%	0
A1430	TPS Pumps		130	130	22-Dec-23	25-Jun-24	0%	0
A1440	Electrical		150	150	18-Mar-24	16-Oct-24	0%	21
A1450	I & C		60	60	18-Mar-24	10-Jun-24	0%	116
A1460	Pipe & Valves		60	60	18-Mar-24	10-Jun-24	0%	11
A1480	Coatings		60	60	18-Mar-24	10-Jun-24	0%	66
A1490	Concrete		30	30	18-Mar-24	26-Apr-24	0%	66
Construction								
A1950	Mobilization		2	2	08-Apr-24*	09-Apr-24	0%	9
Influent Pump Station								
A1060	Bypass Flow (Valves)		5	5	10-Apr-24	16-Apr-24	0%	9
A1510	Bypass Pumping (Drains)		5	5	17-Apr-24	23-Apr-24	0%	9
A1520	Demo Mechanical		10	10	24-Apr-24	07-May-24	0%	9
A1530	Demo Structure		25	25	08-May-24	12-Jun-24	0%	9
A1540	Underground Piping		25	25	13-Jun-24	18-Jul-24	0%	9
A1880	Gate Package		25	25	24-Jun-24	29-Jul-24	0%	137
A1550	Concrete Top Slab		30	30	19-Jul-24	29-Aug-24	0%	9
A1560	Coatings		30	30	30-Aug-24	11-Oct-24	0%	9
A1570	Set Pumps		10	10	14-Oct-24	25-Oct-24	0%	9
A1780	Electrical		5	5	17-Oct-24	23-Oct-24	0%	21
A1850	Start Up & Commision		5	5	24-Oct-24	30-Oct-24	0%	36
A1580	Discharge Piping		10	10	28-Oct-24	08-Nov-24	0%	9
A1590	Bubbler Piping		10	10	11-Nov-24	22-Nov-24	0%	9
Control Building								
A1790	Demo		10	10	17-Jul-24	30-Jul-24	0%	81
A1820	Bubbler Panel		10	10	24-Oct-24	06-Nov-24	0%	21
A1830	Dual Air Compressor		10	10	25-Nov-24	10-Dec-24	0%	9
Headworks								
A1600	Bypass Flow (Valves)		2	2	10-Apr-24	11-Apr-24	0%	85
A1610	Bypass Pumping		2	2	12-Apr-24	15-Apr-24	0%	85
A1620	Demo for Re-Install		5	5	16-Apr-24	22-Apr-24	0%	85



Actual Work
Remaining Work
Critical Remaining Work
Milestone

Data Date: 05-Sep-23
TASK filter: All Activities

Activity ID	Activity Name	Roles	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float
A1630	Demo Gates & Actuators		5	5	23-Apr-24	29-Apr-24	0%	85
A1640	Concrete Demo		5	5	30-Apr-24	06-May-24	0%	85
A1650	Concrete Repairs & Prep		20	20	07-May-24	04-Jun-24	0%	85
A1660	Coatings		10	10	11-Jun-24	24-Jun-24	0%	81
A1670	Gates & Actuators		5	5	25-Jun-24	01-Jul-24	0%	81
A1680	Re-Install Grates and Equipment		5	5	02-Jul-24	09-Jul-24	0%	81
A1690	Electrical		5	5	10-Jul-24	16-Jul-24	0%	81
A1720	Start-up and Commisioning		4	4	17-Jul-24	22-Jul-24	0%	107
Yard Piping								
A1710	Anoxic Basin 2 Drain		5	5	10-Apr-24	16-Apr-24	0%	89
A1750	Re-Aeration Basin Valve Replacement		30	30	17-Apr-24	29-May-24	0%	89
A1760	RAS Piping		30	30	30-May-24	11-Jul-24	0%	89
A1770	Dewatering Drain Repair		5	5	12-Jul-24	18-Jul-24	0%	89
Internal Recycle Pump Station								
A1220	Demo Above Grade		10	10	18-Jul-24	31-Jul-24	0%	0
A1230	Demo Below Grade		10	10	01-Aug-24	14-Aug-24	0%	0
A1240	Underground Piping		15	15	15-Aug-24	05-Sep-24	0%	0
A1250	Concrete		15	15	06-Sep-24	26-Sep-24	0%	0
A1260	Set Pumps		10	10	27-Sep-24	10-Oct-24	0%	0
A1270	Suction Piping		10	10	11-Oct-24	24-Oct-24	0%	0
A1280	Discharge Piping		30	30	25-Oct-24	09-Dec-24	0%	0
A1290	Electrical		5	5	10-Dec-24	16-Dec-24	0%	0
A1300	Start Up & Commision		5	5	17-Dec-24	23-Dec-24	0%	0
Transfer Pump Station								
A1700	Pump 1 Demo & Replace		5	5	26-Jun-24	02-Jul-24	0%	0
A1730	Pump 2 Demo & Replace		5	5	03-Jul-24	10-Jul-24	0%	0
A1740	Pump 3 Demo & Replace		5	5	11-Jul-24	17-Jul-24	0%	0
Electrical Building								
A1810	Lintel Repair		10	10	10-Apr-24	23-Apr-24	0%	169
Asphalt & Sidewalk Patching								
A1860	Patch Sidewalks		10	10	19-Jul-24	01-Aug-24	0%	89
A1870	Asphalt Patches		10	10	02-Aug-24	15-Aug-24	0%	89



Actual Work
Remaining Work
Critical Remaining Work
Milestone

Data Date: 05-Sep-23
TASK filter: All Activities

ATTACHMENT 6 –Bid Evaluation Results

Subcontrator Bid Evaluation and Comparison Sheet

Trade Description: Bid Package 7 - IRP NonClog Centrifugal Pump Package
Project Name: Jerry Sellers WRF - Pump Stations Rehab
Owner: City of Cocoa
Bid Date: Thursday, August 24, 2023

Scope Item Description		Barney's Pumps Matt Curls 863-557-6298 curlsm@barneyspumps.com		Flowserve/Carter & VerPlanck Brandon Lang 813-841-5200 blang@cviwater.com
Base Bid Before Alternates		**$ 495,000.00**		**$ 243,100.00**
Submittal Package	Y	$ 49,500.00	Y	$ 24,300.00
IRP Pump Station Package	Y	$ 445,500.00	Y	$ 218,800.00
Sales Tax	N	$ 29,750.00	N	$ 13,128.00
Alternates/Adjustments				
				Taxes Carried in GMP 1
Bid Document Requirements				
Bid Form	Y		Y	
Clarifications / Exceptions	Y		Y	
Acknowledged Addenda	Y		Y	
Certificate of Insurance	Y		N	
Additional Notes				
	Submittal Lead Time - 28 days		Submittal Lead Time - 16 - 18 wks	
	Pump Lead Time - 210 days		Pump Lead Time - 35 - 37 wks	
	VFD Lead Time - N/A		VFD Lead Time - N/A	
	40 HP, 1800 rpm		40 Hp, 720 rpm, 1.15 service factor	
SUBTOTAL:		$ 495,000.00		$ 243,100.00
Bond Adjustment (If not Included):	0.0%		0.0%	
Scope Adjustment:				
Total Adjusted Scope:		**$ 495,000.00**		**$ 243,100.00**
		$ 495,000.00		**$ 243,100.00**

Recommend award to: **Flowserve/Carter & VerPlanck**

City of Cocoa

Jerry Sellers WRF Rehabilitation

Project No. 23086

IRP - Non-Clog Centrifugal Pump

Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued July 24th, 2023.

Wharton-Smith Contact:
Travis Scott – Project Manager
tscott@whartonsmith.com

Engineer: Carollo

BID FORM

Project: City of Cocoa Jerry Sellers WRF Rehabilitation

Bid Package: IRP - Non-Clog Centrifugal Pumps

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746

Bidder Information :

Company: Barney's Pumps, Inc.

Contact Name: Matt Curls Title: Account Manager

Address: Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812

Mailing: PO Box 3529, Lakeland, FL 33802

Phone Number: 863-665-8500 Fax: 863-666-3858

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [ ] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [X] Certificate of Insurance
- [X] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 8/17/23 No.____ Dated____

No.____ Dated____ No.____ Dated____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittal Package	1	LS	$ 49,500.00	$ 49,500.00
2.	IRP Pump Station Package	1	LS	$ 445,500.00	$ 445,500.00
3.	Sales Tax	1	LS	$ 29,750.00	$ 29,750.00
				TOTAL BASE BID:	$ 524,750.00

Fine hundred twenty four thousand seven hundred fifty dollars and zero cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	28
2.	IRP Pump Package Lead Time (Release to Delivery)	210 (estimated)
3.	VFD (Release to Delivery)	N/A

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature

Johnnie M. Curls, Jr. / CEO
Print Name / Title

8/24/23
Date

QUOTATION NUMBER
1015733-1

Page 1 of 1

BARNEY'S PUMPS INC.

Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802
Office: (863) 665-8500
Fax: (863) 666-3858

DATE: August 24, 2023

TO: Wharton-Smith

FOR SHIPMENT TO: City of Cocoa
Sellers WRF
Cocoa, FL

Tel:
Fax:

PROJECT: Sellers WRF Expansion

Delivery	Via	From	F.O.B.	Terms
See Below	Bestway	Barney's Pumps	Jobsite	TBD

ITEM	QTY	DESCRIPTION	PRICE
		Section 11312B – Internal Recycle Pumps	
		COS: 4,875 GPM @ 20' TDH, 770 RPM, 40 HP, 460V/3Ø/60Hz	
A	3	Fairbanks model 14in 5721 horizontal solids handling pump Cast iron volute, frame, and impeller (ASTM A48 CL30, 5.25" hard solids passage) with stainless steel wear rings, shaft, and sleeve, and split mechanical seal. Seal chamber includes Spiral Trac throat bushing. Pump will be flexibly coupled to an in-line gear drive, which will be driven by a 40 HP, 1800 RPM, TEFC, premium efficient, inverter duty motor with 120V space heaters, winding thermostats. Pump and driver assembly will be mounted to 316SS horizontal baseplate. Includes factory testing, suction & discharge pressure gauges, spare parts, anchor bolts, delivery, field testing and start-up (including laser alignment and baseline vibration). Estimated Lead time - Submittals 4 weeks after receipt of order (ARO) - Equipment 30 weeks after submittal approval (ASA) Clarifications • Mech seal faces are Diamond coated silicon carbide, resulting in ultra-low friction and low heat generation. These seals can be run without flush (even though flush is still recommended if available).	

The following items are attached: Bulletin Performance curve Elevation drawing

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. This quotation is subject to Barney's Pumps standard terms of sale and warranty which is available here: https://www.barneyspumps.com/legal.html. We appreciate the opportunity to serve you and trust that we are favored with your order.

BARNEY'S PUMPS INC.

MATT CURLS

Authorized Signature

PENTAIR

Customer : Barney's Pumps
Project name : Sellers WRF Upgrades

Pump Performance Datasheet

Encompass 2.0 - 23.2.0

Item Number / Tags	: 005 - Bid	Size	: 14" 5721 (L14A1A)
Service	: IR Pump 770 RPM, 40 HP	Stages	: 1
Quantity	: 3	Based on curve number	: 14-57x1-1200-L14A1A
Quote number	: Sellers WRF Expansion	Date last saved	: 23 Aug 2023 6:28 PM

Operating Conditions

Flow, rated	: 4,875.0 USgpm
Differential head / pressure, rated (requested)	: 20.00 ft
Differential head / pressure, rated (actual)	: 22.42 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 770 rpm
Impeller diameter, rated	: 14.70 in
Impeller diameter, maximum	: 17.00 in
Impeller diameter, minimum	: 14.00 in
Efficiency	: 77.27 %
NPSH required / margin required	: 13.01 / 0.00 ft
Ns (total flow) / Nss (imp. eye flow)	: 3,896 / 8,029 US Units
Minimum Continuous Stable Flow	: 974.7 USgpm
Head, maximum, rated diameter	: 34.06 ft
Head rise to shutoff	: 51.92 %
Flow, best eff. point	: 4,620.1 USgpm
Flow ratio, rated / BEP	: 105.52 %
Diameter ratio (rated / max)	: 86.47 %
Head ratio (rated dia / max dia)	: 57.83 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids diameter limit	: 5.25 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

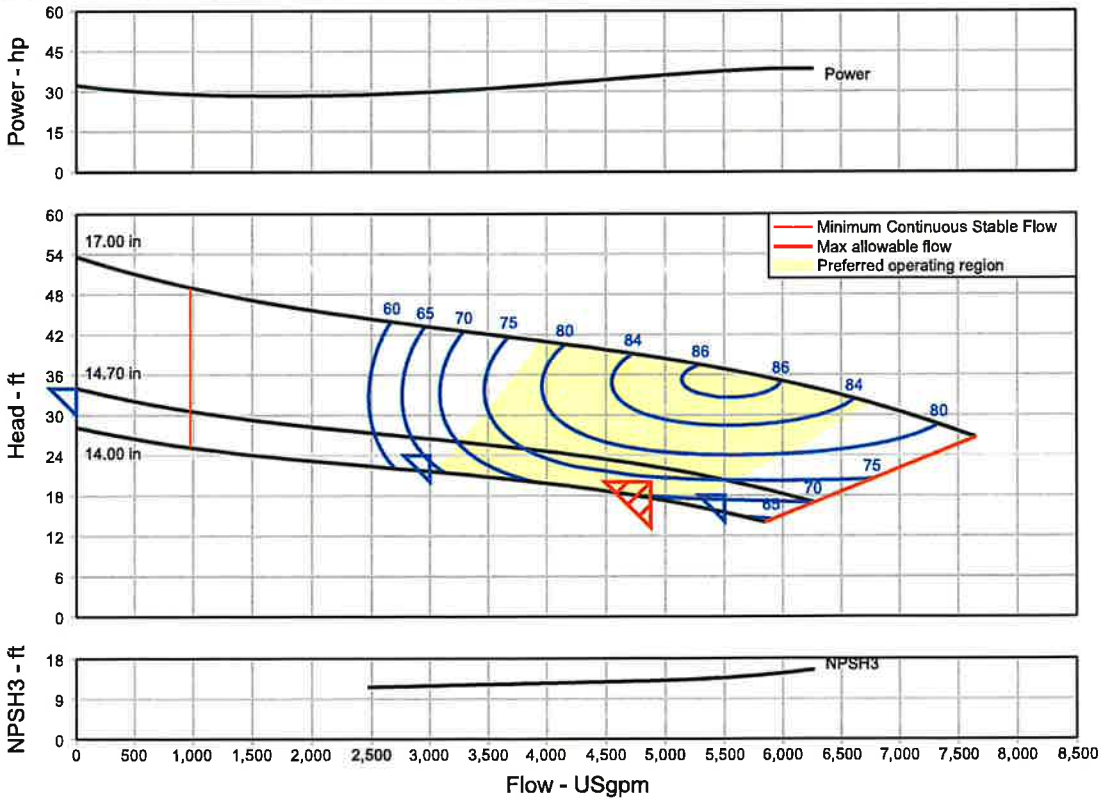
Material selected	: Cast Iron

Pressure Data

Maximum working pressure	: 14.74 psi.g
Maximum allowable working pressure	: 50.00 psi.g
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: 75.00 psi.g

Driver & Power Data (@Max density)

Driver sizing specification	: Max Power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 27.59 hp
Power, rated	: 35.71 hp
Power, maximum, rated diameter	: 38.44 hp
Minimum recommended motor rating	: 40.00 hp / 29.83 kW



PENTAIR

BARNEY'S PUMPS, INC. - LAKELAND FL
P.O. BOX 3529 · LAKELAND, FL 338023529

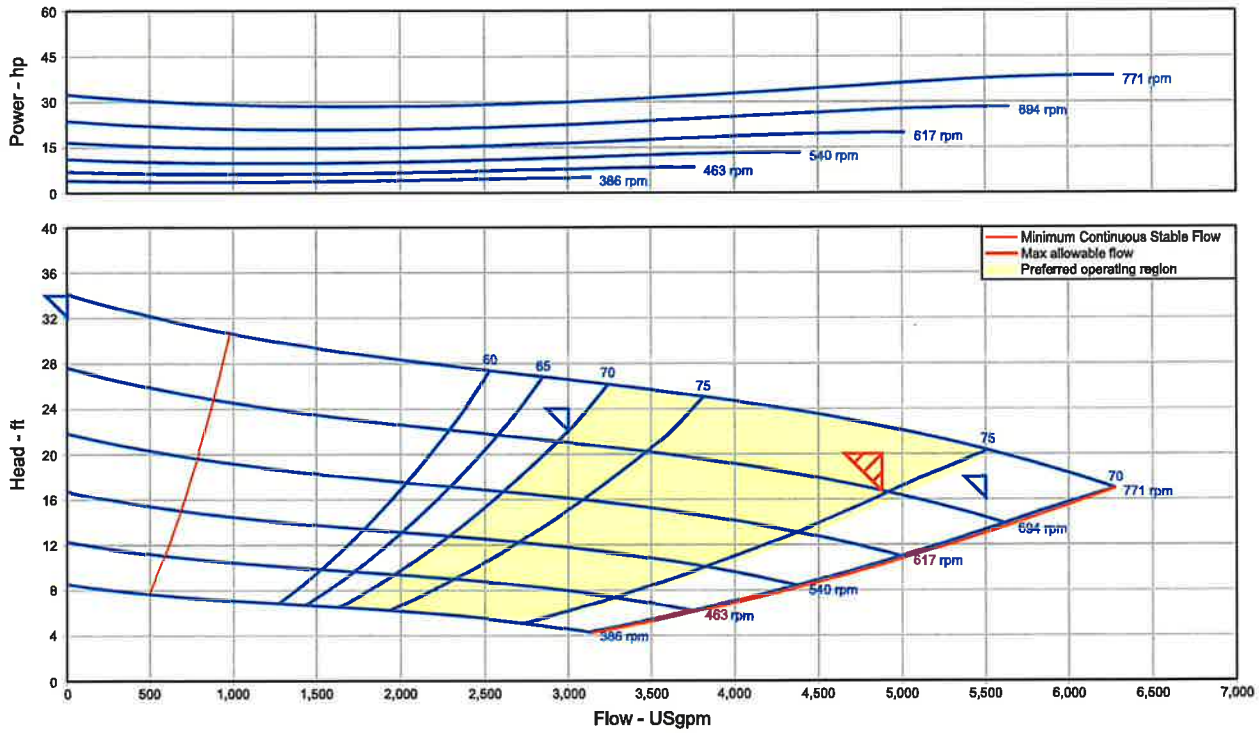
PHONE: · FAX:

PENTAIR

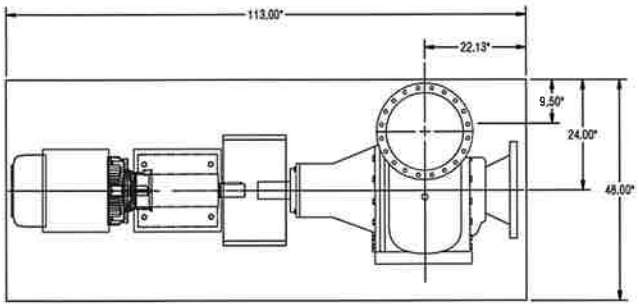
Customer : Barney's Pumps
Project name : Sellers WRF Upgrades

Multi-Speed Performance Curve

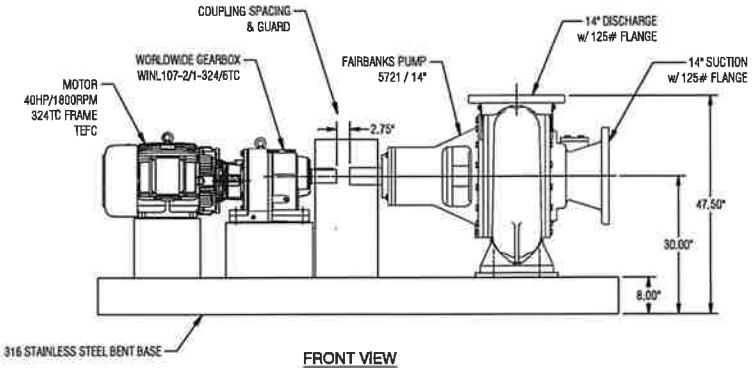
Encompass 2.0 - 23.2.0



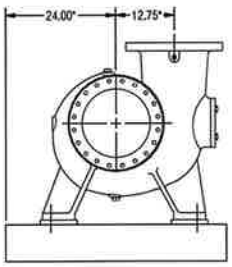
Item Number / Tags	: 005 - Bid	Size	: 14" 5721 (L14A1A)	Flow, rated	: 4,875.0 USgpm
Service	: IR Pump 770 RPM, 40 HP	Stages	: 1	Differential head / pressure, rated	: 20.00 ft
Quantity	: 3	Efficiency	: 77.27 %	Speed, rated	: 770 rpm
Quote number	: Sellers WRF Expansion	Power, rated	: 35.71 hp	Impeller diameter, rated	: 14.70 in
Based on curve number	: 14-57x1-1200-L14A1A	NPSH required	: 13.01 ft	Fluid density, rated / max	: 1.000 / 1.000 SG
Date last saved	: 23 Aug 2023 6:28 PM	Site Supply Frequency	: 60 Hz	Viscosity	: 1.00 cP
		Nominal speed	: 771 rpm	Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00



TOP VIEW



FRONT VIEW



SIDE VIEW

QUANTITY: 3

NOTE(S):
1. ALL DIMENSIONS ARE IN INCHES

TOLERANCES UNLESS NOTED DECIMAL: X.XX ± 0.25, X.XXX ± 0.125 ANGULAR: ± 1° 125			DRAWING NOT RELEASED UNTIL APPROVED & DATED ENGINEER SIGNATURE/DATE:	BARNEY'S PUMPS, INC. PO BOX 8529, LAKELAND, FL 33802 PHONE: (863) 665-6000 FAX: (863) 666-3656
				PROJECT: SELDIS WW # PUMPS
			ENGINEER: -	CUSTOMER: CITY OF COCOA SALES/PERSON: M. CURLS
			PHASE: SUBMITAL DRAWN BY: BLT	TITLE: FAIRBANKS PUMP PACKAGE REV: 0
	-	-	SCALE: 1:20 DATE: 08/03/2023	JOB No. S/O: - PRO: - DWG. No. MC-0258 PAGE: 1 OF 1
REV.	REVISION DESCRIPTION	DATE		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2022

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 Waller Insurance Partners, Inc. 1065 S Florida Ave Ste 2 Lakeland FL 33803-1185	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 863-510-5155 **FAX (A/C, No):** 863-510-5415 **E-MAIL ADDRESS:**
INSURED Barney's Pumps, Inc. 2965 Barney's Pumps Pl Lakeland FL 33812-4209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ZURICH AMERICAN INS CO — 16535 **INSURER B :** AXIS SURPLUS INS CO — 26620 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2109620842 **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 Broad Form Vende X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		0144080-04	10/1/2022	10/1/2023	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			0144081-04	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P-001-000370972-01/MKLV2EUE10 1484/BR1175827	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0144081-04	10/1/2022	10/1/2023	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)

CERTIFICATE HOLDER

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

Jerry Sellers WRF Rehabilitation

Project No. 23086

IRP - Non-Clog Centrifugal Pump

Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued July 24th, 2023.

Wharton-Smith Contact:
Travis Scott – Project Manager
tscott@whartonsmith.com

Engineer: Carollo

BID FORM

Project: City of Cocoa Jerry Sellers WRF Rehabilitation

Bid Package: IRP - Non-Clog Centrifugal Pumps

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32746

Bidder Information :

Company: Carter & VerPlacnk, a DXP Company (representing: Flowserve)

Contact Name: Brandon Lang Title: Regional Manager

Address: 4910 W. Cypress St.

Tampa, FL

Phone Number: 813-481-5200 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [ ] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [ ] Certificate of Insurance
- [X] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 08/17/2023 No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittal Package	1	LS	$ 24,300.00	$ 24,300.00
2.	IRP Pump Station Package	1	LS	$ 218,800.00	$ 218,800.00
3.	Sales Tax *6% on taxable	1	LS	$ 13,128.00	$ 13,128.00
				TOTAL BASE BID:	$ 256,228.00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	16-18 weeks
2.	IRP Pump Package Lead Time (Release to Delivery)	35-37 weeks
3.	VFD (Release to Delivery)	N/A

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Ken Walker | Ken Walker/President | 08/24/2023

Signature | Print Name / Title | Date

DXP | Carter & VerPlanck
4910 W Cypress St.
Tampa, FL 33607

Office 813-287-0709
www.cviwater.com
www.dxpe.com

QUOTE

TO: Wharton-Smith, Inc. **DATE:** 08/24/2023

ATTN: Dwayne Kreidler, P.E. **RE:** City of Cocoa Jerry Sellers WRF Upgrades

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

Reference: Jerry Sellers WRF Upgrades

I. Specification sections applicable to this proposal:
- A. Section 01330 – "Submittal Procedures"
- B. Section 01600 – "Product Requirements"
- C. Section 01610 – "Project Design Criteria"
- D. Section 01783 – "Warranties and Bonds"
- E. Section 09960 – "High-Performance Coatings"
- F. Section 11312B- "Horizontal Non-Clog Centrifugal Pumps - Internal Recycle Pump Station"
- G. Section 15050 – "Common Work Results for Mechanical Equipment"
- H. Section 15958 – "Mechanical Equipment Testing"
- I. Section 16222 – "Low Voltage Motors up to 500 Horsepower"

II. Solids handling pump equipment and accessories included as applicable:

Services

A. **IRP-1/2/3** THREE (3) 14MN16A FR7L horizontal end suction solids handling pumps, each with a baseplate, soleplate, flexible coupling, coupling guard, and a 720 hp motor.

Pump tag numbers:

1. IRP-1/2/3

Materials of Construction:

- A. Class 30 Cast Iron casing, 125# FF flanges.
- B. Class 30 Cast Iron suction nozzle, 125# FF.
- C. Class 30 Cast Iron impeller.
- D. Impeller balanced to ISO Gr 6.3.
- E. A743 GR CA40 SS Suction wearing ring.
- F. A743 GR CA40 SS impeller wearing ring.
- G. Double Cartridge Mechanical Seal as manufactured by Flowserve.
- H. 410 Stainless Steel pump shaft
- I. Gr CA40 Stainless steel, 450-500 BHN shaft sleeves.
- J. Class 30 Cast Iron stuffing box.
- K. Flush water by others.
- L. Cast iron bearing frame with opposed tapered roller bearings, grease lubrication.
- M. Flexible grid coupling, spacer-type, manufactured by Falk.
- N. Steel coupling guard, OSHA compliant.
- O. Fabricated steel baseplate.
- P. Paint: Surface prep and 2 coats epoxy and polyurethane topcoat applied to the pump exterior.
- Q. Motor: 40 HP, 720 RPM Speed, TEFC Enclosure, 460 Voltage, 3 Phases, 60 Hz, 1.15 Service factor, inverter duty.

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WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

R. Testing:
- Non-witness hydrostatic test on the casing, per latest HI Standards.
- Non-witness factory performance test, performed with a calibrated shop test motor, per HI level 1U.
- Non-witness variable speed test with shop VFD.
- Non-witness vibration and sound test.

S. Pump Analysis:
- Anchor Bolt Calculations
- Structural and Lateral Analysis
- Torsional Analysis
- Bearing Life Calculations

T. Spare parts for each service:
- (1) Pump thrust bearing set
- (1) Pump radial bearing set
- (1) Motor bearing set of each type
- (1) Pump impeller, trimmed to match installed impeller
- (1) Mechanical seal set

U. Field services (3 days) to be provided by Carter & VerPlanck to also include 3rd party vibration and bump test.

III. Items **not** included:

A. Off-loading at jobsite, any labor or tools for Assembly or Installation, Field operation,
B. Suction or Discharge piping, mechanical couplings, supports, tie rods, leveling screws, fittings, etc.
C. Air relief valves / Vacuum valves / Isolation valves, etc.
D. Vibration isolation equipment
E. Seal water or drain accessories such as piping, flow indicators, pressure reducing valves, Y strainers, fittings or tubing.
F. Gauges, T cocks, anchor bolts, templates or accessories.
G. VFDs or any type of Controls, Instrumentation, MCCs, Starters, Power Factor Correction Capacitors, Panels, cable, wiring, conduits, temperature or vibration probes, remote controls, *or any auxiliary electrical equipment extraneous to the pump motors.*
H. Standard tools or tool chests, lubricants, grease fitting extensions or guns.
I. Field painting, touch-up paint supply.

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IV. Disclaimers:

- Pump equipment guarantees are based on certified factory tests only. Should BUYER's field tests indicate that SELLER's equipment does not meet the specified performance requirements, SELLER shall make its field service representative available, at SELLER's published field service rates, for consultation purposes and to assist in identifying the root cause of the performance discrepancy. If such root cause is determined to be SELLER's fault or responsibility, then Contract warranty provisions apply, and SELLER's sole obligation and BUYER's sole remedy is repair of the defect at issue to comply with the specified performance requirements.
- In the event any documentation review exceeds two (2) revisions, or any documentation review and approval is delayed beyond two (2) weeks or ten (10) working days, and the cause of those revisions or delays is not due to the fault or omission of the Seller, Seller reserves the right to alter the delivery date and/or charge Buyer for additional costs associated with subsequent revisions or delays. Unless otherwise stated, in the event approval and release to manufacture is delayed beyond six (6) months from placement of PO at no fault of Seller, Seller reserves the right to alter the delivery dates and/or charge Buyer for any cost increases.
- Price and delivery for the goods in this proposal are based on the current costs of raw materials, supplies and components, including but not limited to metals and metal products (the "Materials"). The market for these Materials is considered volatile due to newly enacted and proposed tariffs, duties, levies, taxes or other unforeseen cost increases. Therefore, if the cost increase for these Materials exceeds 3%, we reserve the right to adjust our prices accordingly.

V. Coordination Notes/Comment :

A. Section 11312B

- 1.04.B: Flowserve shall not supply anchor bolts, only anchor bolt analysis.
- 1.05.B.2: Refer to 1.04.B.
- 1.09.A: Warranty shall be Flowserve standard and shall extend 12 months from start-up not to exceed 18 months from shipment.
- 2.02.A: Flowserve shall not provide anchor bolts, valves, or gauges.
- 2.02.B.1: Flowserve shall not provide gear reducers.
- 2.04.B: Vibration shall be per HI standards.
- 2.05.A: Suction nozzle shall be cast separate from the volute.
- 2.05.I.2: The discharge gauge will be tapped for ¾ inch NPT connection.
- 2.09.C: Stuffing box shall be cast integral with the pump backhead.
- 2.12.A: Exception to hot-dip galvanization of baseplate. Baseplate to be coated with same epoxy coating as pump. As this requires an SSPC blasting prior to coat, galvanization would be removed during this process and thus should not be required.
- 2.14.C-D: VFD and speed reducers are to be provided by others.
- 2.16.A: No special tools will be provided.
- 2.16.B.6: Speed reducers to be provided by others.
- 3.01.A: Refer to 1.04.B.
- 3.04 Pump Schedule: Shut off head shall be 35.21 feet.

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QUOTE

TO: **Wharton-Smith, Inc.** **DATE:** **08/24/2023**

ATTN: **Dwayne Kreidler, P.E.** **RE:** **City of Cocoa Jerry Sellers WRF Upgrades**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

B. Section 15958
- 3.07.E.4.c Factory test vibration data will be capture for reference only as the pump will be tested in a temporary set up. Field-testing acceptance shall be based on HI.

C. Section 16222
- [Exception] 1.05.C.5, 2.05.A.7.c, 2.05.C.7, 2.05.D – Motor for hazardous area was not specified required.
- [Exception] 1.05.C.6.c – Moisture detectors are not available.
- [Clarification] 2.05.A.5 – Motor shall be rated 1.0 service factor per customer's motor rating sheet.
- [Exception] 2.05.A.9.a – Motor shall have stainless steel nameplate with data in accordance with NEMA MG1 and laser etched letterings.
- [Clarification] 2.05.A.13 – Motor shall be rated 40 degrees Celsius ambient temperature.
- [Exception] 2.05.B – Motor shall not be submersible type.
- [Clarification] 2.05.C.6.e – Shaft grounding ring shall be INPRO.
- [Exception] 2.05.E – Motor for corrosive environments were not specified required.
- [Exception] 3.07.B.1.b – Test reports on prototype or identical units are not available.
- [Exception] Motor Data Sheet – Manufacturer does not guarantee the power factor as system details changes in the field. Power factor details provided in motor data are laboratory conditions.

VI. Freight included.

Price includes freight. Sales Tax is not included.
Submittals: Approximately _16_ to _18_ weeks from signed purchase order.
Equipment: Approximately _35_ to _37_ weeks after release to production.

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WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

Please Note:

1. We *do not include sales tax,* **pressure gauges, anchor bolts,** wire cable, conduit, piping, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Carter & VerPlanck, a DXP company or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with approved credit. Our prices based upon *no retainage.*
4. Retainage shall only apply to the cost of goods and services. Sales tax per invoice must be paid in full, no retainage allowed.
5. Pricing is based upon Carter & VerPlanck, a DXP company and the manufacturer's Standard Terms and Conditions of Sales. Copies of these documents are attached herewith for your review and reference. *No other terms or conditions of sale will apply unless accepted in writing by an officer of the company.*

TERMS: 100% Net 30 days after invoice date

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX
PAYABLE UNDER ANY STATE OF FEDERAL STATUE

-WITH CREDIT APPROVAL

CARTER & VERPLANCK, A DXP COMPANY

BY *Brandon Lang, P.E.*

blang@cviwater.com
cell: 813-481-5200

DXP | Carter & VerPlanck
4910 W Cypress St.
Tampa, FL 33607

Office 813-287-0709
www.cviwater.com
www.dxpe.com

QUOTE

TO: **Wharton-Smith, Inc.** **DATE:** **08/24/2023**

ATTN: **Dwayne Kreidler, P.E.** **RE:** **City of Cocoa Jerry Sellers WRF Upgrades**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

TERMS & CONDITIONS OF SALE

1) Neither Carter & VerPlanck, a DXP company nor the manufacturer(s) will be liable for damages of any kind, whether direct, consequential, incidental, special or liquidated.

2) The quoted price may include systems or components from more than one vendor. Carter & VerPlanck, a DXP company, will provide separate prices for individual systems or components upon request, although the total price of all items quoted may vary as a result.

3) Price does not include any gauges, gauge cocks, tools, lubricants, installation, anchor bolts, spare parts, start-up service or other items not specifically called out herein.

4) Price does not include any motor starters, controls, or power factor correction devices other than as specifically called out herein.

5) THE WARRANTY EXTENDED BY THE MANUFACTURER(S) IS IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, EITHER EXPRESS OR IMPLIED, BY FACT OR BY LAW, AND STATES OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE FURTHER SPECIFICALLY EXCLUDE ANY EXPRESS OR IMPLIED WARRANTIES REFERENCE UNDER FLORIDA STATUTE #718.203. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

6) **NOT INCLUDED:** Unless specifically set forth in the scope of the quotation, this offer **does not** include:
- start-up assistance or field services
- interconnecting wiring and/or conduit
- installation labor
- installation supervision
- motor control equipment
- motor starters or contactors
- power distribution equipment
- miscellaneous mechanical and mounting hardware

7) **FREIGHT:**
A) All prices are F.O.B. factory or suppliers' shipping point with freight prepaid and included to the jobsite.
B) Title and Risk of Loss passes to CONSIGNEE AT SHIPPING POINT.
SELLER prepays freight charges.
SELLER bears freight charges.
CONSIGNEE must file claims for loss or damage, (if any).
C) Seller will not consider any claim for damage or shortage unless it is noted on the bill of lading at time of receipt. It is the responsibility of the CONSIGNEE to verify that all items contained on the bill of lading are received prior to accepting shipment.

8) **TAXES:**
The prices quoted are exclusive of, and Purchaser shall pay and make all returns for, any Federal, State, or local sales, use, transfer, or similar taxes applicable to the equipment and material once the same have been delivered as provided herein.

9) **VALIDITY OF PRICING:**
The prices stated herein are contingent upon receipt of a firm order, or letter of intent, in an acceptable form from Purchaser within 30 days from the date of this offer, and Purchaser's willingness to accept delivery when the factory is prepared to ship. If a responsive firm order is not received by the above date, Seller shall have the right to withdraw this quotation and to revise the prices and shipping dates provided herein.

10) **PAYMENT TERMS:**
Seller's payment terms are that all invoices are due and payable within thirty (30) days of the date thereof with approved credit. Interest on the unpaid balance at the rate of 11/2% per month, or the maximum permitted by law, whichever is less will be added to all outstanding invoices which are not paid within 30 days. **Our price is based on no retainage.**

11) **DELIVERY:**
The shipping dates provided herein are based on Seller's current information as to availability of material and components and our best estimate as to dates on which we will be able to ship. These dates are subject to revision or postponement because of unavailability of material and components or because of events beyond our control.

If Purchaser requests postponement of previously agreed to shipping date(s), Seller may invoice the Purchaser, or then require payment for all of such equipment and material as is then ready for shipment; and, from and after the date that such equipment and material or any portion thereof is ready for shipment, any expenses or other charges incurred by Seller in regards to the same shall be at Purchaser's expense and Purchaser shall promptly pay any invoice rendered by Seller in regard thereto.

12) **SERVICE:**
No start-up assistance or field services are included unless specifically called out in our offering. If so included, the Seller will furnish Field Service Engineer(s) as described in our proposal, at the time of start-up, to inspect the completed system, to advise in regard to placing the system in initial

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QUOTE

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ATTN: **Dwayne Kreidler, P.E.** **RE:** **City of Cocoa Jerry Sellers WRF Upgrades**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

operation and to instruct operating personnel on the proper use of the equipment and material. The proper installation, start-up and operation of the system and any further changes to be made in the system, responsibility for servicing, and all labor costs thereof, shall be the responsibility, under the control and at the risk of the Purchaser. At the time start-up service is requested we ask you to be **completely** prepared, including where and as appropriate, the availability of power, water, flow, access, etc. so that start-up may proceed as anticipated. Any return trips to the site or additional time required as a result of failure to be so prepared, will be charged to the customer at the prevailing demand service rate.

If service additional to that provided for therein is required, Seller, if available, shall furnish at the expense of the Purchaser, competent service engineers at Seller's then prevailing rates, plus travel and living expenses, to assist in additional service in regard to the equipment and material or in regard to equipment furnished by Purchaser. All charges in connection with such service shall be billed by the Seller and shall be due and bear interest at the Company's normal payment terms unless Seller shall require other payment terms and conditions.

13) **GENERAL:**
The descriptions, terms and conditions contained in this Proposal and the terms and conditions contained in the Manufacturer's Standard Terms attached hereto, which are incorporated herein by reference, constitute the quotation of the Seller. To the extent that the descriptions, terms and conditions contained in the Proposal are inconsistent with the Manufacturer's Standard Terms, the Manufacturer's Standard Terms are modified by this Description.

14) No order shall be deemed accepted by the Manufacturer until the Purchaser is notified of its acceptance by the Manufacturer. Carter & VerPlanck, a DXP company, is not an agent or employee of the Manufacturer(s) and is not authorized to accept orders in its (their) behalf.

15) Any suit or proceeding brought by Purchaser to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach shall be brought only in a state or federal court of appropriate jurisdiction in Hillsborough County, Florida. Purchaser expressly waives any objection that venue in Hillsborough County is inconvenient or improper.

16) In any suit or proceeding brought to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach, the prevailing party shall recover a reasonable attorneys' fee in addition to costs of suit.

Subcontrator Bid Evaluation and Comparison Sheet

Trade Description: Bid Package 8 - IPS Submersible Pump Package
Project Name: Jerry Sellers WRF - Pump Stations Rehab
Owner: City of Cocoa
Bid Date: Thursday, August 24, 2023

Scope Item Description		Barney's Pumps Matt Curls 863-557-6298 curlsm@barneyspumps.com		ABS/Hydra Service Dale Jahn 407-790-9751 dale@hydraservice.net
Base Bid Before Alternates		**$ 659,125.00**		**$ 233,104.00**
Submittal Package	Y	$ 64,200.00	Y	Incl.
Influent Pump Station Package	Y	$ 577,800.00	Y	$ 224,736.00
Hatch Package	Y	$ 17,125.00	Y	$ 8,368.00
Sales Tax	N	$ 39,587.50	N	$ 16,317.38
Alternates/Adjustments				
				Taxes Carried in GMP 1
Bid Document Requirements				
Bid Form	Y		Y	
Clarifications / Exceptions	Y		N	
Acknowledged Addenda	Y		Y	
Certificate of Insurance	Y		N	
Additional Notes				
	Submittal Lead Time - 28 days		Submittal Lead Time - 14 days	
	Pump Station Lead time - 120 days		Pump Station Lead time 120 days	
	Control Panel Lead Time - 60 days		Control Panel Lead Time - 21 days	
		Confirm Days		Confirm Days
SUBTOTAL:		$ 659,125.00		$ 233,104.00
Bond Adjustment (If not Included):	0.0%		0.0%	
Scope Adjustment:				
Total Adjusted Scope:		**$ 659,125.00**		**$ 233,104.00**
		$ 659,125.00		**$ 233,104.00**

Recommend award to: **ABS/Hydra Service**

City of Cocoa

Jerry Sellers WRF Rehabilitation

Project No. 23086

IPS – Submersible Pumps

Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued July 24th, 2023

Wharton-Smith Contact:
Travis Scott – Project Manager
tscott@whartonsmith.com

Engineer: Carollo

BID FORM

Project: City of Cocoa Jerry Sellers WRF Rehabilitation

Bid Package: IPS - Submersible Pump Package

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Barney's Pumps, Inc.

Contact Name: Matt Curls Title: Account Manager

Address: Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802

Phone Number: 863-665-8500 Fax: 863-666-3858

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [ ] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [X] Certificate of Insurance
- [X] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 8/17/23 No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittal Package	1	LS	$ 64,200.00	$ 64,200.00
2.	Influent Pump Station Package	1	LS	$ 577,800.00	$ 577,800.00
3.	Hatch Package	1	LS	$ 17,125.00	$ 17,125.00
4.	Sales Tax	1	LS	$ 39,597.50	$ 39,597.50
				TOTAL BASE BID:	$ 698,722.50

Six hundred ninety eight thousand seven hundred twenty two dollars and fifty cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	28
2.	Influent Pump Station Package	120 (estimated)
3.	Influent Pump Station Control Panel	60 (estimated)

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Print Name / Title	Date
John Y Q	JOHNNIE M. CURLS, JR. / CEO	8/24/23

BARNEY'S PUMPS INC.

Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802
Office: (863) 665-8500
Fax: (863) 666-3858

QUOTATION NUMBER
1015733-2

DATE: August 24, 2023

TO: Wharton-Smith

FOR SHIPMENT TO: City of Cocoa
Sellers WRF
Cocoa, FL

Tel:
Fax:

PROJECT: Sellers WRF Expansion

Delivery	Via	From	F.O.B.	Terms
See Below	Bestway	Barney's Pumps	Jobsite	TBD

ITEM	QTY	DESCRIPTION	PRICE
		11312G – IPS Submersible Pumps	
		COS: 2,600 GPM @ 44' TDH, 480V/3Ø/60Hz	
A	-	Triplex Pump Package, including:	
	3	Hydromatic S8LXP Submersible Pumps, Premium Efficient, Hazardous Location rated, cast iron construction, 8" discharge (4" solids handling), 40 HP, 1800 RPM motor w/ 75 ft cables, stainless steel wear rings and fasteners, upgraded mech seals, upgraded paint, factory performance test.	
	3	Guide Rail Assemblies - Base elbow, Cast Iron, 8" - Base elbow anchor plate, 316SS - Discharge Guide Rail Flanges, with rubber grommet, 8" - Upper Guide Rail Bracket, 316SS - Power Cord Hook, 316SS - Float/Control Hanger, 316SS - Guide Rails, 316SS, Schedule 40, 2" - Anchor Bolt Kits, 316SS	
	3	Aluminum Hatch Cover, Gas-tight gasketed door, spring assist open with slamlock, Aluminum, 300PSF loading,	
	4	Anchor Scientific Roto-floats (S50NO) w/ 50 ft cord	
	1	Lot of Spare Parts, Delivery, 2 year warranty, and Start-up Services	
	3	Local control / HOA panels w/ J-boxes	
		Estimated Lead time - Submittals 4 weeks after receipt of order (ARO) - Equipment 17 weeks after submittal approval (ASA)	

The following items are attached: Bulletin Performance curve Elevation drawing

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. This quotation is subject to Barney's Pumps standard terms of sale and warranty which is available here: https://www.barneyspumps.com/legal.html. We appreciate the opportunity to serve you and trust that we are favored with your order.

BARNEY'S PUMPS INC.

MATT CURLS

Authorized Signature

BARNEY'S PUMPS INC.

Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802
Office: (863) 665-8500
Fax: (863) 666-3858

QUOTATION NUMBER
1015733-2

DATE: August 24, 2023

TO: Wharton-Smith

FOR SHIPMENT TO: City of Cocoa
Sellers WRF
Cocoa, FL

Tel:
Fax:

PROJECT: Sellers WRF Expansion

Delivery	Via	From	F.O.B.	Terms
See Below	Bestway	Barney's Pumps	Jobsite	TBD

ITEM	QTY	DESCRIPTION	PRICE
		COS: 1,550 GPM @ 44' TDH, 480V/3Ø/60Hz	
B	-	Triplex Pump Package, including:	
	3	Hydromatic S8LXP Submersible Pumps, Premium Efficient, Hazardous Location rated, cast iron construction, 8" discharge (4" solids handling), 25 HP, 900 RPM motor w/ 75 ft cables, stainless steel wear rings and fasteners, upgraded mech seals, upgraded paint, factory performance test.	
	3	Guide Rail Assemblies - Base elbow, Cast Iron, 8" - Base elbow anchor plate, 316SS - Discharge Guide Rail Flanges, with rubber grommet, 8" - Upper Guide Rail Bracket, 316SS - Power Cord Hook, 316SS - Float/Control Hanger, 316SS - Guide Rails, 316SS, Schedule 40, 2" - Anchor Bolt Kits, 316SS	
	3	Aluminum Hatch Cover, Gas-tight gasketed door, spring assist open with slamlock, Aluminum, 300PSF loading,	
	4	Anchor Scientific Roto-floats (S50NO) w/ 50 ft cord	
	1	Lot of Spare Parts, Delivery, 2 year warranty, and Start-up Services	
	3	Local control / HOA panels w/ J-boxes	
		Estimated Lead time - Submittals 4 weeks after receipt of order (ARO) - Equipment 17 weeks after submittal approval (ASA)	

The following items are attached: Bulletin Performance curve Elevation drawing

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. This quotation is subject to Barney's Pumps standard terms of sale and warranty which is available here: https://www.barneyspumps.com/legal.html. We appreciate the opportunity to serve you and trust that we are favored with your order.

BARNEY'S PUMPS INC.

MATT CURLS

Authorized Signature

PENTAIR

Customer : Barney's Pumps
Project name : Sellers WRF Upgrades

Pump Performance Datasheet

Encompass 2.0 - 23.1.1

Item Number / Tags	: 002	Size	: Hydromatic-S8LXP
Service	: Large Influent Pumps	Stages	: 1
Quantity	: 3	Based on curve number	: SUB_S_PE_AH_00017_E_6
Quote number	: Sellers WRF Expansion	Date last saved	: 25 May 2023 2:57 PM

Operating Conditions

Flow, rated	: 2,600.0 USgpm
Differential head / pressure, rated (requested)	: 44.00 ft
Differential head / pressure, rated (actual)	: 47.14 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1165 rpm
Impeller diameter, rated	: 13.75 in
Impeller diameter, maximum	: 15.00 in
Impeller diameter, minimum	: 12.50 in
Efficiency	: 79.31 %
NPSH required / margin required	: - / 0.00 ft
Ns (total flow) / Nss (imp. eye flow)	: 2,244 / - US Units
Minimum Continuous Stable Flow	: 550.0 USgpm
Head, maximum, rated diameter	: 107.9 ft
Head rise to shutoff	: 128.99 %
Flow, best eff. point	: 2,290.9 USgpm
Flow ratio, rated / BEP	: 113.49 %
Diameter ratio (rated / max)	: 91.67 %
Head ratio (rated dia / max dia)	: 69.97 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids diameter limit	: 4.00 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

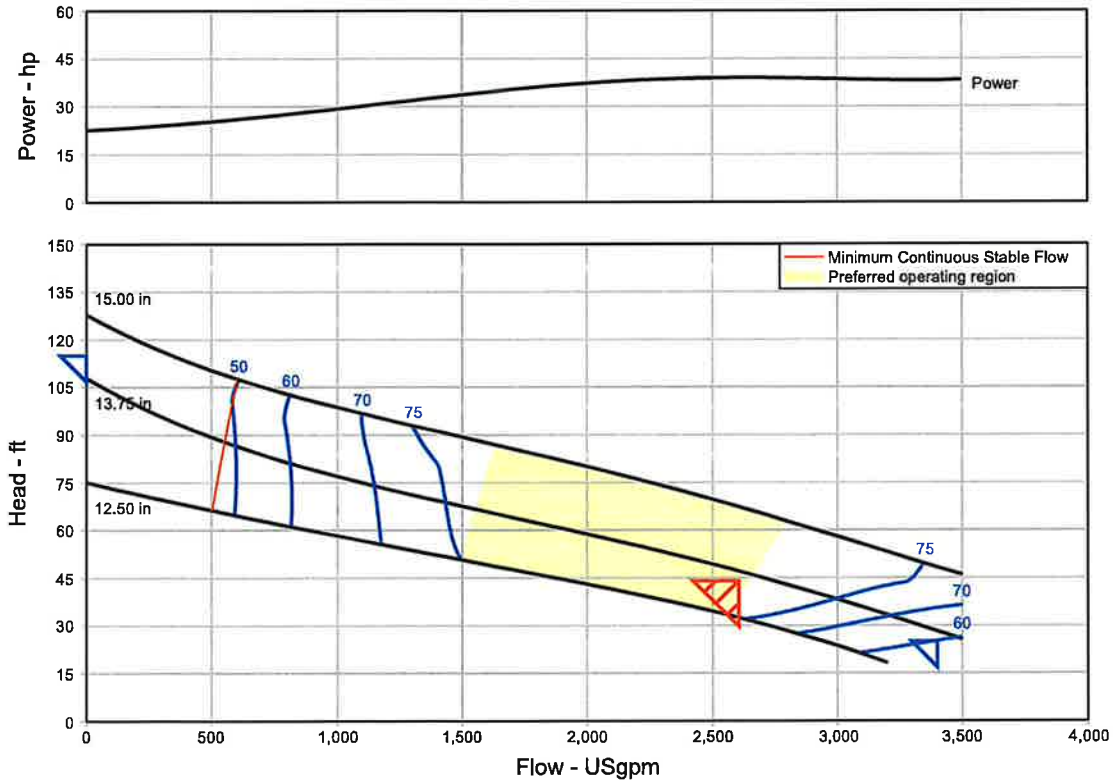
Material selected	: Standard

Pressure Data

Maximum working pressure	: 46.72 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

Driver sizing specification	: Rated power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 30.94 hp
Power, rated	: 39.01 hp
Power, maximum, rated diameter	: 39.01 hp
Minimum recommended motor rating	: 40.00 hp / 29.83 kW



PENTAIR

Customer : Barney's Pumps
Project name : Sellers WRF Upgrades

Pump Performance Datasheet

Encompass 2.0 - 23.1.1

Item Number / Tags	: 003	Size	: Hydromatic-S8LXP
Service	: Small Influent Pumps	Stages	: 1
Quantity	: 3	Based on curve number	: SUB_S_PE_AH_00017_E_8
Quote number	: Sellers WRF Expansion	Date last saved	: 25 May 2023 1:52 PM

Operating Conditions

Flow, rated	: 1,550.0 USgpm
Differential head / pressure, rated (requested)	: 44.00 ft
Differential head / pressure, rated (actual)	: 44.14 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 875 rpm
Impeller diameter, rated	: 15.00 in
Impeller diameter, maximum	: 15.00 in
Impeller diameter, minimum	: 12.50 in
Efficiency	: 84.42 %
NPSH required / margin required	: - / 0.00 ft
Ns (total flow) / Nss (imp. eye flow)	: 2,297 / - US Units
Minimum Continuous Stable Flow	: 499.3 USgpm
Head, maximum, rated diameter	: 74.75 ft
Head rise to shutoff	: 69.83 %
Flow, best eff. point	: 1,778.1 USgpm
Flow ratio, rated / BEP	: 87.17 %
Diameter ratio (rated / max)	: 100.00 %
Head ratio (rated dia / max dia)	: 99.73 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids diameter limit	: 4.00 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

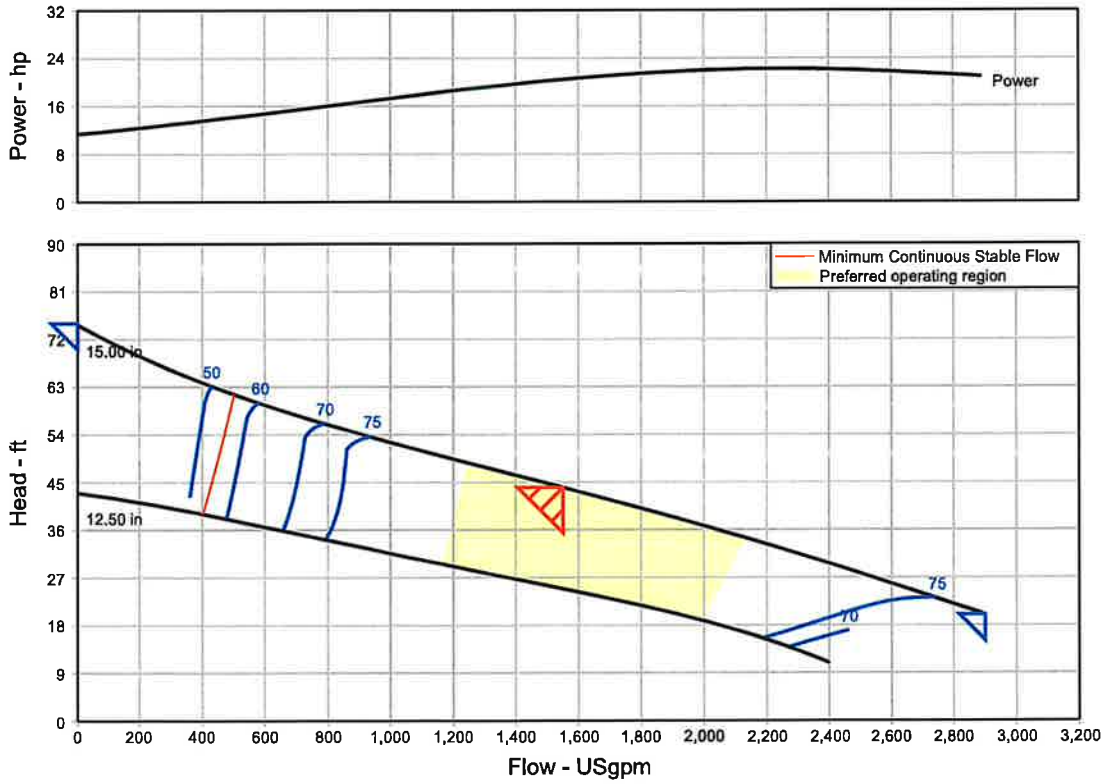
Material selected	: Standard

Pressure Data

Maximum working pressure	: 32.35 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

Driver sizing specification	: Rated power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 17.22 hp
Power, rated	: 20.40 hp
Power, maximum, rated diameter	: 22.17 hp
Minimum recommended motor rating	: 25.00 hp / 18.64 kW



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2022

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 Waller Insurance Partners, Inc. 1065 S Florida Ave Ste 2 Lakeland FL 33803-1185	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 863-510-5155 **FAX (A/C, No):** 863-510-5415 **E-MAIL ADDRESS:**
INSURED Barney's Pumps, Inc. 2965 Barney's Pumps Pl Lakeland FL 33812-4209	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** ZURICH AMERICAN INS CO — 16535 **INSURER B :** AXIS SURPLUS INS CO — 26620 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2109620842 **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 [ ] OCCUR [X] X Broad Form Vende X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		0144080-04	10/1/2022	10/1/2023	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			0144081-04	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P-001-000370972-01/MKLV2EUE10 1484/BR1175827	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0144081-04	10/1/2022	10/1/2023	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)

CERTIFICATE HOLDER

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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BID FORM

Project: City of Cocoa Jerry Sellers WRF Rehabilitation

Bid Package: IPS - Submersible Pump Package

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Hydra Service, Inc.

Contact Name: John Scott Title: Direct Sales Rep.

Address: 250 Springview Commerce Drive
Debary Fl.

Phone Number: 407-330-3456 Fax: 407-330-3404

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [ ] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [ ] Certificate of Insurance
- [ ] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 8/17/23 No.____ Dated____

No.____ Dated____ No.____ Dated____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittal Package	1	LS	$ Incl.	$ N/A
2.	Influent Pump Station Package	1	LS	$ 224,736.00	$ 224,736.00
3.	Hatch Package	1	LS	$ 8,368.00	$ 8,368.00
4.	Sales Tax	1	LS	$ 16,317.28	$ 16,317.28
				TOTAL BASE BID:	$ 249,421.28

Two hundred fourty-nine thousand, four hundred twenty-one dollars and twenty-eight cents.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	14 days
2.	Influent Pump Station Package	120 days
3.	Influent Pump Station Control Panel	21 days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Keaton Heller — Keaton Heller - General Mgr — 8/23/23

Signature | Print Name / Title | Date

Subcontrator Bid Evaluation and Comparison Sheet

Trade Description: Bid Package 9 - TPS Vertical Turbine Pump Package
Project Name: Jerry Sellers WRF - Pump Stations Rehab
Owner: City of Cocoa
Bid Date: Thursday, August 24, 2023

Scope Item Description		Barney's Pumps Matt Curls 863-557-6298 curlsm@barneyspumps.com		Flowserve/Carter & VerPlanck Brandon Lang 813-841-5200 blang@cviwater.com
Base Bid Before Alternates		**$ 424,000.00**		**$ 276,940.00**
Submittal Package	Y	$ 42,400.00	Y	$ 27,690.00
Transfer Pump Station Pump Package	Y	$ 381,600.00	Y	$ 249,250.00
Sales Tax	N	$ 25,490.00	N	$ 14,955.00
Alternates/Adjustments				
				Taxes Carried in GMP 1
Bid Document Requirements				
Bid Form	Y		Y	
Clarifications / Exceptions	Y		Y	
Acknowledged Addenda	Y		Y	
Certification of Insurane	Y		N	
Additional Notes				
		Submittal Lead Time - 28 days		Submittal Lead Time - 16-18 wks
		Pump Lead Time - 210 days		Pump Lead Time - 32-34 wks
		Confirm days		
SUBTOTAL:		$ 424,000.00		$ 276,940.00
Bond Adjustment (If not Included):	0.0%		0.0%	
Scope Adjustment:				
Total Adjusted Scope:		**$ 424,000.00**		**$ 276,940.00**
		$ 424,000.00		**$ 276,940.00**

Recommend award to: **Flowserve/Carter & VerPlanck**

City of Cocoa

Jerry Sellers WRF Upgrades

Project No. 23086

TPS - Vertical Turbine Pumps

Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued July 24th, 2023

Wharton-Smith Contact:
Travis Scott – Project Manager
tscott@whartonsmith.com

Engineer: Carollo

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: TPS - Vertical Turbine Pump Supplier
To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Barney's Pumps, Inc.

Contact Name: Matt Curls Title: Account Manager

Address: Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812

Mailing: PO Box 3529, Lakeland, FL 33802

Phone Number: 863-665-8500 Fax: 863-666-3858

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [ ] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [X] Certificate of Insurance
- [X] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 8/17/23 No.____ Dated____

No.____ Dated____ No.____ Dated____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittal Package	1	LS	$ 42,400.00	$ 42,400.00
2.	Transfer Pump Station Pump Package	1	LS	$ 381,600.00	$ 381,600.00
3.	Sales Tax	1	LS	$ 25,490.00	$ 25,490.00
				TOTAL BASE BID:	$ 449,490.00

Four hundred forty nine thousand four hundred ninety dollars and zero cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package Lead Time	28
3.	Transfer Pump Station Package Lead Time (Release to Delivery)	210 (estimated)

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Print Name / Title	Date
	JOHNNIE M. CURLS, JR. / CEO	8/24/23

QUOTATION NUMBER
1015733-3

Page 1 of 1

BARNEY'S PUMPS INC.

Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802
Office: (863) 665-8500
Fax: (863) 666-3858

DATE: August 24, 2023

TO: Wharton-Smith

FOR SHIPMENT TO: City of Cocoa
Sellers WRF
Cocoa, FL

Tel:
Fax:

PROJECT: Sellers WRF Expansion

Delivery	Via	From	F.O.B.	Terms
See Below	Bestway	Barney's Pumps	Jobsite	TBD

ITEM	QTY	DESCRIPTION	PRICE
A	3	**11312D – VTP Transfer Pump** COS: 2,500 GPM @ 53' TDH (measured at bowl), 480V/3Ø/60Hz National model E18LC 1-stg Vertical pump, for chlorinated water service: Fabricated steel discharge head w/ 12" flanged discharge, 12" flanged column, 416SS lineshaft & couplings, rubber line bearings, bronze bowl and head bushing, 316SS impellers & impeller rings, 416SS bowl rings, cast-iron bowls. Single Cartridge mech seal. Precision ground adjustable spacer coupling. Motor shall be vertical high-thrust, solid shaft, 50 HP, 1200 RPM, Corro-duty, TEFC, Inverter Duty with NC Thermostats and 120V Space Heaters. Factory testing, delivery, spare parts, and start-up services are included. - Submittals 4 weeks After Receipt of Order - Equipment 30 weeks After Submittal Approval **Clarifications** • **See attached performance curve. All available vertical turbine pump options require 50 HP motor to meet requested design flow and head and remain non-overloading using a Service Factor of 1.0. If either flow or head conditions are reduced, or if motors are allowed to utilize 1.15 service factor, they can meet the proposed flow & head.** • **Estimated efficiency will be 81% at primary design point.** • **If 50 HP motor is acceptable, noticeable performance improvements may be gained by over-trimming impeller. Additional flow & head may be gained without overloading the 50 HP motor. See attached performance curve.** • **Pentair – Fairbanks model 18H can also offer a similar performance for similar pricing. This option is included for hydraulic comparison – see attached performance curve.**	**Pricing to follow**

The following items are attached: Bulletin Performance curve Elevation drawing

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. This quotation is subject to Barney's Pumps standard terms of sale and warranty which is available here: https://www.barneyspumps.com/legal.html. We appreciate the opportunity to serve you and trust that we are favored with your order.

BARNEY'S PUMPS INC.

MATT CURLS

Authorized Signature

Pump Data Sheet - National Pump Company

Company:
Name:
Date: 08/24/2023

Primary Design trim.
50 HP required for SF = 1.0
40 HP acceptable for SF = 1.15

NATIONAL PUMP COMPANY
A GORMAN-RUPP COMPANY

Pump:

Size:	E18LC (stages: 1)	Dimensions:	
Type:	VERT.TURB.ENCLOSEI	Suction:	—
Synch Speed:	1200 rpm	Discharge:	—
Dia:	13.68 in	Vertical Turbine:	
Curve:	CVE18LC6P6CY	Eye Area:	64 in²
Impeller:	E18LC (3/16)	Bowl Size:	17.5 in
Specific Speeds:	Ns: 3300	Max Lateral:	0.63 in
	Nss: 9000	Thrust K Factor:	29.1 lb/ft

Search Criteria:

Flow:	2500 US gpm	Near Miss:	—
Head:	53 ft	Static Head:	0 ft

Fluid:

Name:	Water		
SG:	1	Vapor Pressure:	0.256 psi a
Density:	62.4 lb/ft³	Atm Pressure:	14.7 psi a
Viscosity:	1.1 cP		
Temperature:	60 °F	Margin Ratio:	1

Pump Limits:

Temperature:	180 °F	Sphere Size:	1.13 in
Wkg Pressure:	360 psi g	Power:	640 hp

Motor:

Standard:	NEMA	Size:	50 hp
Enclosure:	TEFC	Speed:	1200 rpm
Frame:	365		
Sizing Criteria:	Max Power on Design Curve		

Pump Selection Warnings:

None

— Duty Point —

Flow:	2500 US gpm
Head:	53.1 ft
Eff:	80.3%
Power:	41.7 hp
NPSHr:	10.7 ft
Speed:	1180 rpm

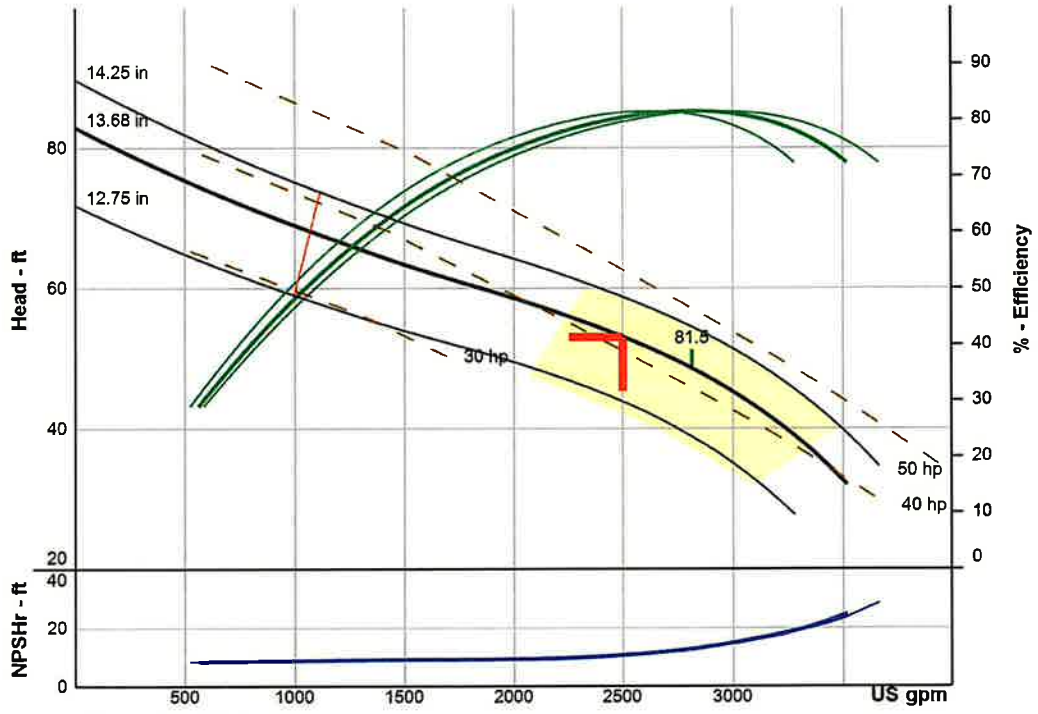
— Design Curve —

Shutoff Head:	82.9 ft
Shutoff dP:	35.9 psi
Min Flow:	1070 US gpm

BEP: 81.5% @ 2816 US gpm
NOL Power:
42.4 hp @ 2816 US gpm

— Max Curve —

Max Power:
47.8 hp @ 2933 US gpm



UNLESS OTHERWISE SPECIFIED: [1] LIMITS AND PERFORMANCE BASED ON STANDARD MATERIALS. [2] PERFORMANCE SHOWN MEETS HI 14.6-2011 GRADE 1B TOLERANCES AT THE RATED CONDITION WITHIN THE SELECTION WINDOW. [3] NPSHR AT 1ST STAGE IMPELLER CENTERLINE.

Performance Evaluation:

Flow	Speed	Head	Efficiency	Power	NPSHr
US gpm	rpm	ft	%	hp	ft
3000	1180	45.3	81.1	42.3	14.8
2500	1180	53.1	80.3	41.7	10.7
2000	1180	58.5	73.4	39.6	9.52
1500	1180	63.5	63.7	37.4	9.14
1000	1180	—	—	—	—

Pump Data Sheet - National Pump Company

Company:
Name:
Date: 08/24/2023

50 HP max trim

NATIONAL PUMP COMPANY
A GORMAN-RUPP COMPANY

Pump:

Size:	E18LC (stages: 1)	Dimensions:	
Type:	VERT.TURB.ENCLOSEI	Suction:	—
Synch Speed:	1200 rpm	Discharge:	—
Dia:	14.25 in	Vertical Turbine:	
Curve:	CVE18LC6P6CY	Eye Area:	64 in²
Impeller:	E18LC (3/16)	Bowl Size:	17.5 in
Specific Speeds:	Ns: 3300	Max Lateral:	0.63 in
	Nss: 9000	Thrust K Factor:	29.1 lb/ft

Search Criteria:

Flow:	2500 US gpm	Near Miss:	—
Head:	53 ft	Static Head:	0 ft

Fluid:

Name:	Water		
SG:	1	Vapor Pressure:	0.256 psi a
Density:	62.4 lb/ft³	Atm Pressure:	14.7 psi a
Viscosity:	1.1 cP		
Temperature:	60 °F	Margin Ratio:	1

Pump Limits:

Temperature:	180 °F	Sphere Size:	1.13 in
Wkg Pressure:	360 psi g	Power:	640 hp

Motor:

Standard:	NEMA	Size:	50 hp
Enclosure:	TEFC	Speed:	1200 rpm
Frame:	365		
Sizing Criteria:	Max Power on Design Curve		

Pump Selection Warnings:

None

— Duty Point —

Flow:	2500 US gpm
Head:	58.7 ft
Eff:	79.6%
Power:	46.6 hp
NPSHr:	10.5 ft
Speed:	1180 rpm

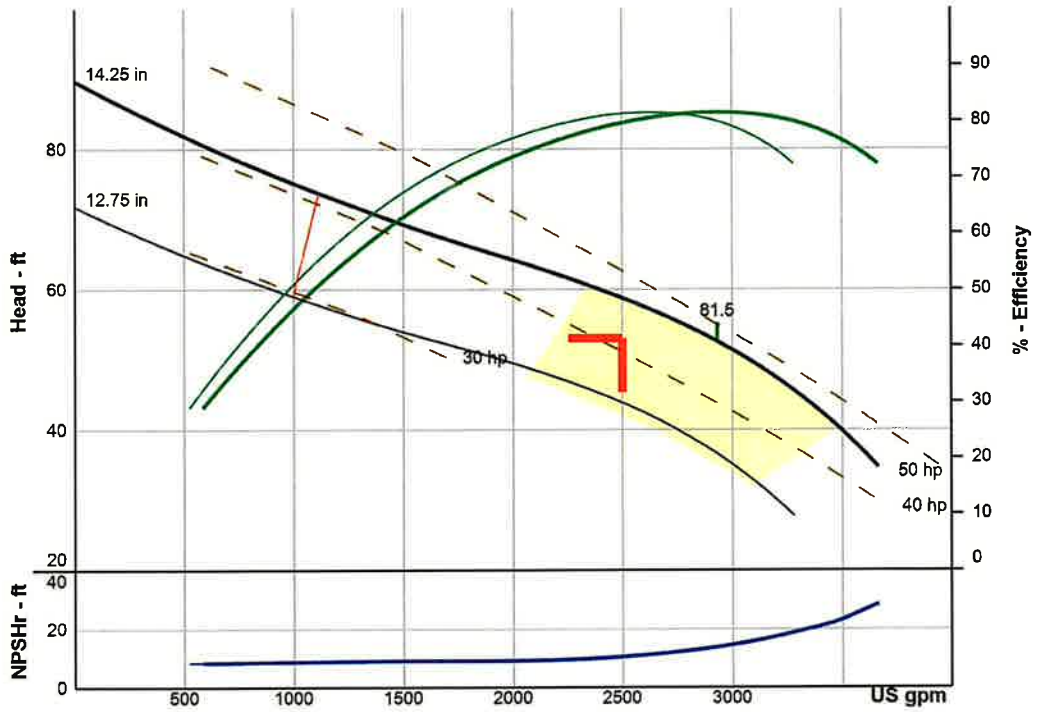
— Design Curve —

Shutoff Head:	89.7 ft
Shutoff dP:	38.9 psi
Min Flow:	1115 US gpm

BEP: 81.5% @ 2933 US gpm
NOL Power:
47.8 hp @ 2933 US gpm

— Max Curve —

Max Power:
47.8 hp @ 2933 US gpm



UNLESS OTHERWISE SPECIFIED: [1] LIMITS AND PERFORMANCE BASED ON STANDARD MATERIALS. [2] PERFORMANCE SHOWN MEETS HI 14.6-2011 GRADE 1B TOLERANCES AT THE RATED CONDITION WITHIN THE SELECTION WINDOW. [3] NPSHR AT 1ST STAGE IMPELLER CENTERLINE.

Performance Evaluation:

Flow	Speed	Head	Efficiency	Power	NPSHr
US gpm	rpm	ft	%	hp	ft
3000	1180	51.3	81.4	47.8	14.6
2500	1180	58.7	79.6	46.6	10.5
2000	1180	64.2	71.9	44.2	9.52
1500	1180	69.3	62.5	41.8	9.14
1000	1180	—	—	—	—

Pump Data Sheet - National Pump Company

Company:
Name:
Date: 08/24/2023

40 HP NOL max trim

NATIONAL PUMP COMPANY
A GORMAN-RUPP COMPANY

Pump:

Size:	E18LC (stages: 1)	Dimensions:	
Type:	VERT.TURB.ENCLOSEI	Suction:	—
Synch Speed:	1200 rpm	Discharge:	—
Dia:	13.32 in	Vertical Turbine:	
Curve:	CVE18LC6P6CY	Eye Area:	64 in²
Impeller:	E18LC (3/16)	Bowl Size:	17.5 in
Specific Speeds:	Ns: 3300	Max Lateral:	0.63 in
	Nss: 9000	Thrust K Factor:	29.1 lb/ft

Search Criteria:

Flow:	2500 US gpm	Near Miss:	—
Head:	44 ft	Static Head:	0 ft

Fluid:

Name:	Water		
SG:	1	Vapor Pressure:	0.256 psi a
Density:	62.4 lb/ft³	Atm Pressure:	14.7 psi a
Viscosity:	1.1 cP		
Temperature:	60 °F	Margin Ratio:	1

Pump Limits:

Temperature:	180 °F	Sphere Size:	1.13 in
Wkg Pressure:	360 psi g	Power:	640 hp

Motor:

Standard:	NEMA	Size:	40 hp
Enclosure:	TEFC	Speed:	1200 rpm
Frame:	364		
Sizing Criteria:	Max Power on Design Curve		

Pump Selection Warnings:

None

— Duty Point —

Flow:	2500 US gpm
Head:	49.5 ft
Eff:	80.7%
Power:	38.7 hp
NPSHr:	10.7 ft
Speed:	1180 rpm

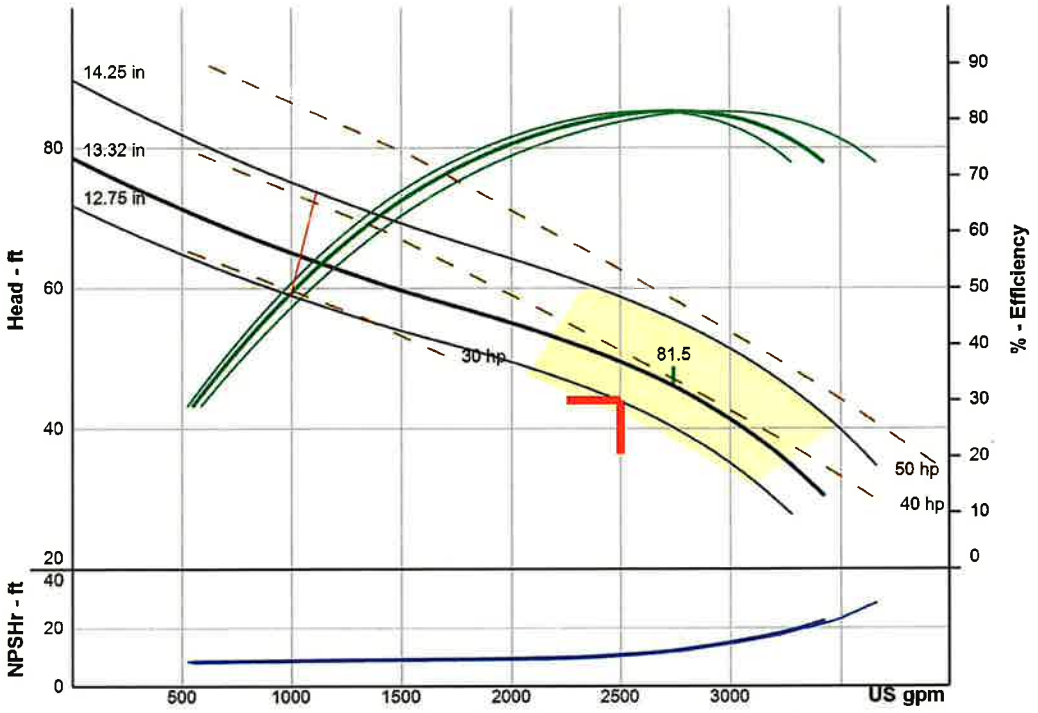
— Design Curve —

Shutoff Head:	78.6 ft
Shutoff dP:	34.1 psi
Min Flow:	1042 US gpm

BEP: 81.5% @ 2742 US gpm
NOL Power:
39.2 hp @ 2742 US gpm

— Max Curve —

Max Power:
47.8 hp @ 2933 US gpm



UNLESS OTHERWISE SPECIFIED: [1] LIMITS AND PERFORMANCE BASED ON STANDARD MATERIALS. [2] PERFORMANCE SHOWN MEETS HI 14.6-2011 GRADE 1B TOLERANCES AT THE RATED CONDITION WITHIN THE SELECTION WINDOW. [3] NPSHR AT 1ST STAGE IMPELLER CENTERLINE.

Performance Evaluation:

Flow	Speed	Head	Efficiency	Power	NPSHr
US gpm	rpm	ft	%	hp	ft
3000	1180	41.3	80.4	38.8	14.9
2500	1180	49.5	80.7	38.7	10.7
2000	1180	55	74.5	36.8	9.52
1500	1180	59.8	64.5	34.7	9.14
1000	1180	—	—	—	—

PENTAIR

Customer : Barney's Pumps
Project name : Sellers WRF Upgrades

Pump Performance Datasheet

Encompass 2.0 - 23.2.0

Item Number / Tags	: 006	Size	: 18H-SS
Service	: Transfer Pump 40 HP	Stages	: 1
Quantity	: 3	Based on curve number	: 18_TURB_3520_1800_SS Rev 140515
Quote number	: Sellers WRF Expansion	Date last saved	: 23 Aug 2023 5:46 PM

Operating Conditions

Flow, rated	: 2,250.0 USgpm
Differential head / pressure, rated (requested)	: 53.00 ft
Differential head / pressure, rated (actual)	: 53.01 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1180 rpm
Impeller diameter, rated	: 13.34 in
Impeller diameter, maximum	: 13.70 in
Impeller diameter, minimum	: 12.26 in
Efficiency (bowl / pump)	: 80.27 / 78.04 %
NPSH required / margin required	: 13.43 / 0.00 ft
Ns (total flow) / Nss (imp. eye flow)	: 3,264 / 8,992 US Units
Minimum Continuous Stable Flow	: 1,733.5 USgpm
Head, maximum, rated diameter	: 73.13 ft
Head rise to shutoff (bowl / pump)	: 37.97 / 40.84 %
Flow, best eff. point (bowl / pump)	: 2,708.6 / 2,608.4 USgpm
Flow ratio, rated / BEP (bowl / pump)	: 83.07 / 86.26 %
Diameter ratio (rated / max)	: 97.37 %
Head ratio (rated dia / max dia)	: 92.74 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids diameter limit	: 1.62 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

Material selected	: Cast Iron bowl Std impeller

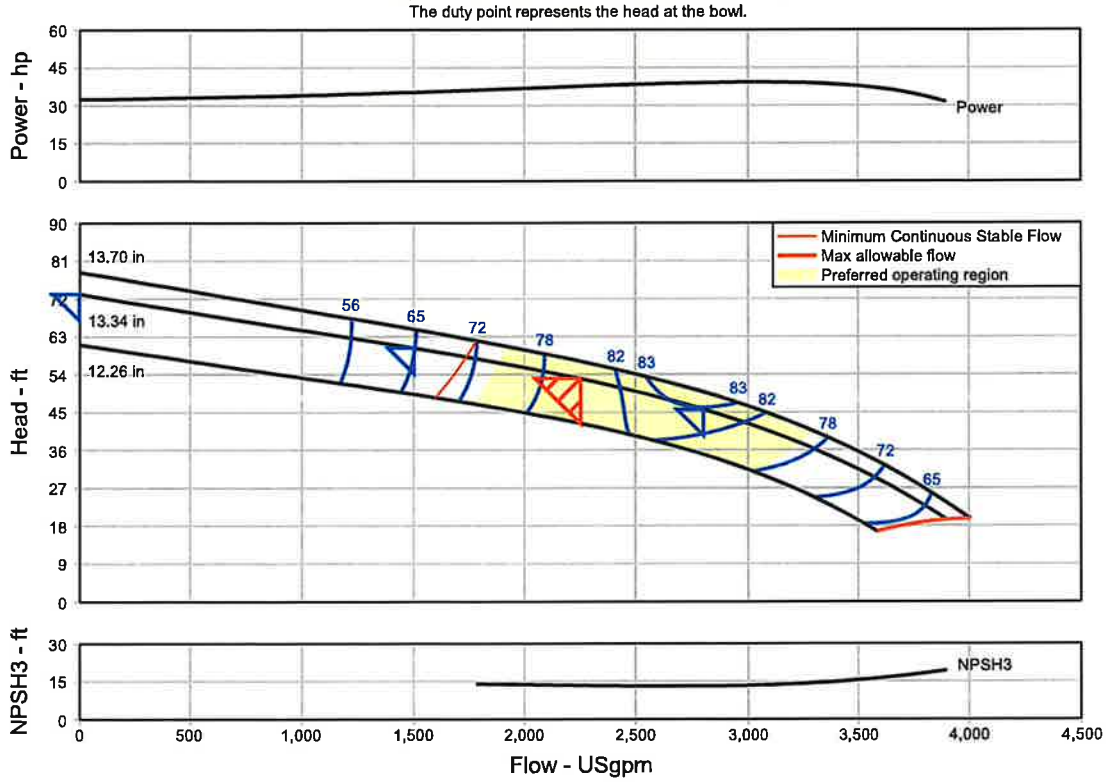
Pressure Data

Maximum working pressure	: See the Additional Data page
Maximum allowable working pressure	: See the Additional Data page
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: See the Additional Data page

Driver & Power Data (@Max density)

Driver sizing specification	: Maximum power
Margin over specification	: 0.00 %
Service factor	: 1.15 (used)
Power, hydraulic	: 30.11 hp
Power (bowl / pump)	: 37.51 / 37.80 hp
Power, maximum, rated diameter	: 39.42 hp
Minimum recommended motor rating	: 40.00 hp / 29.83 kW

Bowl performance. Adjusted for construction and viscosity.
The duty point represents the head at the bowl.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2022

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	CONTACT NAME:	
Waller Insurance Partners, Inc. 1065 S Florida Ave Ste 2 Lakeland FL 33803-1185	PHONE (A/C, No, Ext): 863-510-5155	FAX (A/C, No): 863-510-5415
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ZURICH AMERICAN INS CO	16535
INSURER B : AXIS SURPLUS INS CO	26620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Barney's Pumps, Inc.
2965 Barney's Pumps Pl
Lakeland FL 33812-4209

COVERAGES **CERTIFICATE NUMBER:** 2109620842 **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	Y		0144080-04	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Broad Form Vende						MED EXP (Any one person)	$ 10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			0144081-04	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR			P-001-000370972-01/MKLV2EUE10 1484/BR1175827	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		0144081-04	10/1/2022	10/1/2023	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

Jerry Sellers WRF Upgrades

Project No. 23086

TPS - Vertical Turbine Pumps

Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued July 24th, 2023

Wharton-Smith Contact:
Travis Scott – Project Manager
tscott@whartonsmith.com

Engineer: Carollo

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: TPS - Vertical Turbine Pump Supplier
To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Carter & VerPlanck, a DXP Company (Flowserve)

Contact Name: Brandon Lang Title: Regional Manager

Address: 4910 W. Cypress St.
Tampa, FL 33607

Phone Number: 813-481-5200 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [ ] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [ ] Certificate of Insurance
- [X] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 08/17/2023 No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittal Package	1	LS	$ 27,690.00	$ 27,690.00
2.	Transfer Pump Station Pump Package	1	LS	$ 249,250.00	$ 249,250.00
3.	Sales Tax *6% on taxable	1	LS	$	$ 14,955.00
				TOTAL BASE BID:	$ 291,895.00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package Lead Time	16-18 weeks
3.	Transfer Pump Station Package Lead Time (Release to Delivery)	32-34 weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Ken Walker | Ken Walker / President | 08/24/23

Signature | Print Name / Title | Date

DXP | Carter & VerPlanck
4910 W Cypress St.
Tampa, FL 33607

Office 813-287-0709
www.cviwater.com
www.dxpe.com

QUOTE

TO: Wharton-Smith, Inc. **DATE:** 08/24/2023

ATTN: Dwayne Kreidler, P.E. **RE:** City of Cocoa Jerry Sellers WRF Upgrades

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

Reference: Jerry Sellers WRF Transfer Pump Rehabilitation and Replacement Project

I. Specification sections applicable to this proposal:
Sections 11312D - Vertical Turbine Short Setting Pumps - Transfer Pump Station
A. Section 16222 - Low Voltage Motors Up To 500 Horsepower
B. Division 1
C. Addendum 1
D. Mechanical Drawing

II. Vertical turbine pump equipment and accessories included as applicable:

Services

A. Three (3) model 14ENH-1 stage vertical turbine pumps with 50HP motors (per selection designed with EOR)

Pump Tag Numbers:

1. P-305-1/2/3

Materials of Construction:

A. Class 30 Cast Iron, flanged bowls
B. C903 Tin bronze bowl wear rings
C. C952 Aluminum Bronze impellers
D. Gr CA15 Stainless steel impeller wear rings
E. C844 Tin bronze bowl bearings
F. 416 Stainless steel pump shaft
G. 416 Stainless Steel, threaded, open line shaft, product lubricated, 120.00 inch maximum section length
H. Rubber lineshaft bearings
I. 12 Inch A53 Gr B/A36 Carbon steel discharge head, 150# FF discharge flange
J. 416 Stainless steel Discharge head shaft
K. 12 Inch A53 Gr B/A36 Carbon steel column pipe, standard thickness
L. Stuffing box fitted with packing
M. No flush arrangement
N. Carbon steel sub baseplate
O. Galvanized steel strainer
P. All assembly hardware 316 SS
Q. Surface prep and ScotchKote ID/OD bowl assembly, ScotchKote ID/OD column, and ScotchKote ID discharge head, Grey enamel OD discharge head. Motor: Surface prep and coating per electrical industry standard.
R. Motor: 50 HP, 1800 RPM, TEFC, 460, 60-cycles, 3-Phase, 1.15, constant speed, VSS .
S. Testing:
- Non-witness hydrostatic tests on the bowls, discharge head, column pipe per latest HI Standards.

- Non-witness factory bowl performance test, conducted with each job assigned motor, per HI level 1U

T. Pump Analysis:
- Anchor Bolt Analysis with Florida P.E.
- Torsional Analysis
- Rotor Lateral Analysis

U. Spare parts for each service
- (1) Set of Line shaft rubber bearings
- (1) Set of Line shaft bronze bearings
- (2) Set of Bowl bearings
- (1) Set of Impeller and bowl wear rings.
- (1) Set of Packing
- (1) Set of Shaft coupling

V. Field Services by Carter & VerPlanck per specification including 3 days onsite services plus 3rd party vibration and bump tests.

III. Items **not** included:

A. Off-loading at jobsite, any labor or tools for Assembly or Installation, Field operation
B. Suction or Discharge piping, mechanical couplings, supports, tie rods, leveling screws, fittings, etc.
C. Air relief valves / Vacuum valves / Isolation valves, etc.
D. Vibration isolation equipment
E. Seal water or drain accessories such as piping, flow indicators, pressure reducing valves, Y strainers, fittings or tubing.
F. Gauges, T cocks, anchor bolts, templates or accessories
G. VFDs or any type of Controls, Instrumentation, MCCs, Starters, Power Factor Correction Capacitors, Panels, cable, wiring, conduits, temperature or vibration probes, remote controls, *or any auxiliary electrical equipment extraneous to the pump motors*
H. Standard tools or tool chests, lubricants, grease fitting extensions or guns
I. Field painting, touch-up paint supply

IV. Disclaimers:

- Pump equipment guarantees are based on certified factory tests only. Should BUYER's field tests indicate that SELLER's equipment does not meet the specified performance requirements, SELLER shall make its field service representative available, at SELLER's published field service rates, for consultation purposes and to assist in identifying the root cause of the performance discrepancy. If such root cause is determined to be SELLER's fault or responsibility, then Contract warranty provisions apply and SELLER's sole obligation and BUYER's sole remedy is repair of the defect at issue to comply with the specified performance requirements
- In the event any documentation review exceeds two (2) revisions or any documentation review and approval is delayed beyond two (2) weeks or ten (10) working days, and the cause of those revisions or delays is not due to the fault or omission of the Seller, Seller reserves the right to alter the delivery date and/or charge Buyer for additional costs associated with subsequent revisions or delays. Unless otherwise stated, in the event approval and release to manufacture is delayed beyond six (6) months from placement of PO at no fault of Seller, Seller reserves the right to alter the delivery dates and/or charge Buyer for any cost increases

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Tampa, FL 33607

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QUOTE

TO: Wharton-Smith, Inc. **DATE:** 08/24/2023

ATTN: Dwayne Kreidler, P.E. **RE:** City of Cocoa Jerry Sellers WRF Upgrades

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

- Price and delivery for the goods in this proposal are based on the current costs of raw materials, supplies and components, including but not limited to metals and metal products (the "Materials"). The market for these Materials is considered volatile due to newly enacted and proposed tariffs, duties, levies, taxes or other unforeseen cost increases. Therefore, if the cost increase for these Materials exceeds 3%, we reserve the right to adjust our prices accordingly.

V. Coordination Notes/Comments:

A. Section: 11312D

- 1.02.A Anchor Bolt, Valves and gauges shall be provided by others.
- 1.03.E. Flowserve will be providing the electrical drawings/schematics specific to the scope of supply. Complete site schematics, master wiring diagrams, control schematics conduit layouts, and field wiring are outside Flowserve scope of supply. As Flowserve is not supplying the full electrical package, we are also not responsible for coordination. Flowserve will provide data from its scope of supply so that other parties can coordinate accordingly.
- 1.03.J Bearing Life calculations are not available for Sleeve type bearings.
- 1.03.Q. Exception to factory resonance testing. Resonance test at Factory does not provide accurate data as it is not secured properly to the foundation. Factory test is done on temporary setup and So, this test should be performed in field.
- 1.03.R. Dynamic Balancing result shall be for impeller only
- 1.07.A Warranty shall be Flowserve standard 12 months from startup not to exceed 18 months from shipment.
- 1.08.A. No special tools shall be provided nor required.
- 1.08.B.5 Packing shall be provided as a spare per section 2.09.A.1.
- 1.9.F. Anchor bolt shall be provided by others. Sheaves and belts are not provided nor required.
- 2.04.G Plug shall be provided by others.
- 2.06.B Section 15958: Pump Test tolerances shall be per HI test grade 1U. Critical speed shall be +/- 20% of maximum operating speed.
- 2.08.A.6, 3.03 Motor for inverter duty is not required per Addendum 1
- 2.14B.The ratio of the pump's natural reed frequency to the pump's rotating speed shall be less than 0.8 or greater than 1.2.
- 2.14.C. Structural lateral analysis shall be performed assuming that the structure of the building will be rigid per HI 9.6.4.
- 2.15.C Leveling screws shall be provided by others.
- 3.01.B.7 Pump shall be fitted with Packing.
- 3.02.C.5.a.1 Vibration testing allowable limits shall be 100% HI as confirmed in Addendum 1.
- 3.02.D.1.k Pressure tap for head measurement will be per HI at source quality testing.
- 3.02.E.1.b/c/d/e Variable speed test shall not be provided for the specified constant speed motor.
- 3.03. Pump shall be 79.5% efficient at rated point.
- Flow shall be 3015 GPM at 44 ft head for Required condition 2
- Flow shall be 3432 GPM at 35 ft head for Required condition 3.
- Motor shall be rated 50Hp to avoid overloading of pump.

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QUOTE

TO: Wharton-Smith, Inc. **DATE:** 08/24/2023

ATTN: Dwayne Kreidler, P.E. **RE:** City of Cocoa Jerry Sellers WRF Upgrades

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

- Motor shall be constant speed per addendum 1

Section 16222 Comments:

- 1.05.C.5, 2.05.A.7.c, 2.05.D Motor for hazardous areas is not specified, required nor provided.
- 1.05.C.6.c Moisture detectors shall not be provided.
- 1.05.F.1, 2.05.A.9.a.1.a, 20.5.C Motor for inverter duty is not required per Addendum 1
- 2.05.A.7.a Motor shall be TEFC enclosure per pump specs.
- 2.05.A.9.a Motor shall have stainless steel nameplate with data in accordance with NEMA MG1 and laser etched lettering.
- 2.05.A.12.f Split-sleeve type hydrodynamic radial bearings are not available on vertical motors.
- Inproseal is only available on the drive end for protection from contaminants.
- 2.05.E Motor for corrosive environments is not specified required.
- 3.07.B.1.b – Test reports on prototype or identical units are not available.
- Motor Data Sheet – Guaranteed efficiency level will be supplied at full load only. We don't guarantee the power factor as system details changes in the field. Power factor details provided in motor data are laboratory conditions.

VI. Freight included.

This quote is based on worldwide sourcing. Compliance to special sourcing requirements will require a revised quote. This quote may not be in compliance to any specific trade agreements (ex. USMCA, etc.) and will require a revised quote upon request.

Price includes freight. Sales Tax is not included.
Submittals: Approximately _16_ to _18_ weeks from signed purchase order.
Equipment: Approximately _32_ to _34_ weeks after release to production.

Please Note:

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QUOTE

TO: **Wharton-Smith, Inc.** **DATE:** **08/24/2023**

ATTN: **Dwayne Kreidler, P.E.** **RE:** **City of Cocoa Jerry Sellers WRF Upgrades**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

1. We *do not include sales tax,* **pressure gauges, anchor bolts,** wire cable, conduit, piping, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Carter & VerPlanck, a DXP company or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with approved credit. Our prices based upon *no retainage.*
4. Retainage shall only apply to the cost of goods and services. Sales tax per invoice must be paid in full, no retainage allowed.
5. Pricing is based upon Carter & VerPlanck, a DXP company and the manufacturer's Standard Terms and Conditions of Sales. Copies of these documents are attached herewith for your review and reference. *No other terms or conditions of sale will apply unless accepted in writing by an officer of the company.*

TERMS: 100% Net 30 days after invoice date

-WITH CREDIT APPROVAL

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX
PAYABLE UNDER ANY STATE OF FEDERAL STATUE

CARTER & VERPLANCK, A DXP COMPANY

BY *Brandon Lang, P.E.*

blang@cviwater.com
cell: 813-481-5200

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4910 W Cypress St.
Tampa, FL 33607

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QUOTE

TO: **Wharton-Smith, Inc.** **DATE:** **08/24/2023**

ATTN: **Dwayne Kreidler, P.E.** **RE:** **City of Cocoa Jerry Sellers WRF Upgrades**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

TERMS & CONDITIONS OF SALE

1) Neither Carter & VerPlanck, a DXP company nor the manufacturer(s) will be liable for damages of any kind, whether direct, consequential, incidental, special or liquidated.

2) The quoted price may include systems or components from more than one vendor. Carter & VerPlanck, a DXP company, will provide separate prices for individual systems or components upon request, although the total price of all items quoted may vary as a result.

3) Price does not include any gauges, gauge cocks, tools, lubricants, installation, anchor bolts, spare parts, start-up service or other items not specifically called out herein.

4) Price does not include any motor starters, controls, or power factor correction devices other than as specifically called out herein.

5) THE WARRANTY EXTENDED BY THE MANUFACTURER(S) IS IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, EITHER EXPRESS OR IMPLIED, BY FACT OR BY LAW, AND STATES OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE FURTHER SPECIFICALLY EXCLUDE ANY EXPRESS OR IMPLIED WARRANTIES REFERENCE UNDER FLORIDA STATUTE #718.203. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

6) **NOT INCLUDED:** Unless specifically set forth in the scope of the quotation, this offer **does not** include:
- start-up assistance or field services
- interconnecting wiring and/or conduit
- installation labor
- installation supervision
- motor control equipment
- motor starters or contactors
- power distribution equipment
- miscellaneous mechanical and mounting hardware

7) **FREIGHT:**
A) All prices are F.O.B. factory or suppliers' shipping point with freight prepaid and included to the jobsite.
B) Title and Risk of Loss passes to CONSIGNEE AT SHIPPING POINT.
SELLER prepays freight charges.
SELLER bears freight charges.
CONSIGNEE must file claims for loss or damage, (if any).
C) Seller will not consider any claim for damage or shortage unless it is noted on the bill of lading at time of receipt. It is the responsibility of the CONSIGNEE to verify that all items contained on the bill of lading are received prior to accepting shipment.

8) **TAXES:**
The prices quoted are exclusive of, and Purchaser shall pay and make all returns for, any Federal, State, or local sales, use, transfer, or similar taxes applicable to the equipment and material once the same have been delivered as provided herein.

9) **VALIDITY OF PRICING:**
The prices stated herein are contingent upon receipt of a firm order, or letter of intent, in an acceptable form from Purchaser within 30 days from the date of this offer, and Purchaser's willingness to accept delivery when the factory is prepared to ship. If a responsive firm order is not received by the above date, Seller shall have the right to withdraw this quotation and to revise the prices and shipping dates provided herein.

10) **PAYMENT TERMS:**
Seller's payment terms are that all invoices are due and payable within thirty (30) days of the date thereof with approved credit. Interest on the unpaid balance at the rate of 11/2% per month, or the maximum permitted by law, whichever is less will be added to all outstanding invoices which are not paid within 30 days. **Our price is based on no retainage.**

11) **DELIVERY:**
The shipping dates provided herein are based on Seller's current information as to availability of material and components and our best estimate as to dates on which we will be able to ship. These dates are subject to revision or postponement because of unavailability of material and components or because of events beyond our control.

If Purchaser requests postponement of previously agreed to shipping date(s), Seller may invoice the Purchaser, or then require payment for all of such equipment and material as is then ready for shipment; and, from and after the date that such equipment and material or any portion thereof is ready for shipment, any expenses or other charges incurred by Seller in regards to the same shall be at Purchaser's expense and Purchaser shall promptly pay any invoice rendered by Seller in regard thereto.

12) **SERVICE:**
No start-up assistance or field services are included unless specifically called out in our offering. If so included, the Seller will furnish Field Service Engineer(s) as described in our proposal, at the time of start-up, to inspect the completed system, to advise in regard to placing the system in initial

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QUOTE

TO: **Wharton-Smith, Inc.** **DATE:** **08/24/2023**

ATTN: **Dwayne Kreidler, P.E.** **RE:** **City of Cocoa Jerry Sellers WRF Upgrades**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

operation and to instruct operating personnel on the proper use of the equipment and material. The proper installation, start-up and operation of the system and any further changes to be made in the system, responsibility for servicing, and all labor costs thereof, shall be the responsibility, under the control and at the risk of the Purchaser. At the time start-up service is requested we ask you to be **completely** prepared, including where and as appropriate, the availability of power, water, flow, access, etc. so that start-up may proceed as anticipated. Any return trips to the site or additional time required as a result of failure to be so prepared, will be charged to the customer at the prevailing demand service rate.

If service additional to that provided for therein is required, Seller, if available, shall furnish at the expense of the Purchaser, competent service engineers at Seller's then prevailing rates, plus travel and living expenses, to assist in additional service in regard to the equipment and material or in regard to equipment furnished by Purchaser. All charges in connection with such service shall be billed by the Seller and shall be due and bear interest at the Company's normal payment terms unless Seller shall require other payment terms and conditions.

13) **GENERAL:**
The descriptions, terms and conditions contained in this Proposal and the terms and conditions contained in the Manufacturer's Standard Terms attached hereto, which are incorporated herein by reference, constitute the quotation of the Seller. To the extent that the descriptions, terms and conditions contained in the Proposal are inconsistent with the Manufacturer's Standard Terms, the Manufacturer's Standard Terms are modified by this Description.

14) No order shall be deemed accepted by the Manufacturer until the Purchaser is notified of its acceptance by the Manufacturer. Carter & VerPlanck, a DXP company, is not an agent or employee of the Manufacturer(s) and is not authorized to accept orders in its (their) behalf.

15) Any suit or proceeding brought by Purchaser to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach shall be brought only in a state or federal court of appropriate jurisdiction in Hillsborough County, Florida. Purchaser expressly waives any objection that venue in Hillsborough County is inconvenient or improper.

16) In any suit or proceeding brought to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach, the prevailing party shall recover a reasonable attorneys' fee in addition to costs of suit.

Subcontrator Bid Evaluation and Comparison Sheet

Trade Description:	**Bid Package 10 - Slide Gate Package**
Project Name:	**Jerry Sellers WRF - Pump Stations Rehab**
Owner:	**City of Cocoa**
Bid Date:	**Thursday, August 24, 2023**

Scope Item Description		Coplastic/Alfa Laval, Inc. Bob Bierhorst 813-929-4454 bbierhorst@mts-florida.com
Base Bid Before Alternates		**$ 271,126.00**
Submittal Package	Y	$ 5,000.00
Slide Gate Package	Y	$ 266,126.00
Gate Frames for SLG 1 and 2	Y	Included in Item 2
Gate Frames for SLG 3 and 4	Y	Included in Item 2
Gate Frame for SLG 5	Y	Included in Item 2
Sales Tax	N	Not included
Alternates/Adjustments		
		Taxes Carried in GMP 1
Bid Document Requirements		
Bid Form	Y	
Clarifications / Exceptions	Y	
Acknowledged Addenda	Y	
Certificate of Insurance	Y	
Additional Notes		
	Submittal Lead Time - 20 days	
	Slide Gate Lead Times- 140 days	
		Confirm day duration
SUBTOTAL:		$ 271,126.00
Bond Adjustment (If not Included):	0.0%	
Scope Adjustment:		
Total Adjusted Scope:		**$ 271,126.00**
		$ 271,126.00

Recommend award to: **Coplastic/Alfa Laval, Inc.**

BID FORM

Project: City of Cocoa Jerry Sellers WRF Upgrades

Bid Package: Slide Gates

To: Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information :

Company: Alfa Laval, Inc.

Contact Name: Doug Thomas Title: Business Development Manager

Address: 10470 Deer Trail Dr.
Houston, TX 77038

Phone Number: 281-543-1094 Fax: 713-934-3179

Bid Proposal Documentation Checklist (check all that apply):

- [X] Bid Form
- [ ] Sanctions and Litigation
- [ ] Licenses
- [ ] Proof of Bonding Capability
- [ ] Value Engineering Proposal
- [ ] List of Subcontractors
- [X] Certificate of Insurance
- [X] Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents. **Accepted including the additional Rider attached**
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated August 17, 2023 No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittal Package	1	LS	$ 5,000.00	$ 5,000.00
2.	Slide Gate Package	1	LS	$ 266,126.00	$ 266,126.00
3	Gate Frames for SLG 1 and 2	1	LS	$ Included in item2	$ Included in item2
3	Gate Frames for SLG 3 and 4	1	LS	$ Included in item2	$ Included in item2
4	Gate Frame for SLG 5	1	LS	$ Included in item2	$ Included in item2
5.	Sales Tax	1	LS	$	$ Not included
				TOTAL BASE BID:	$ 271,126.00

Two-hundred and seventy-one thousand and one-hundred twenty-six dollars (see scope attached for supply notes & exceptions)

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	20 after executed PO
2.	Slide Gate, Frames and Actuator Package (Release to Delivery)	140

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Jose Carpio — Signature

Jose Carpio - Director Water & Wastewater — Print Name / Title

August 21, 2023 — Date

August 21, 2023

To: All Bidding Contractors.
FTA: Estimating Department or Project Manager.

5400 International Trade Drive
Richmond, VA 23231 - USA
(800) 362 - 9041

Re: Jerry Sellers WRF, FL - CMAR Project
Specification: 11239 through Appendix A & Addendum 1
Alfa Laval Quote No.: 08072023

Dear Gentlemen,

We are pleased to offer our bid, for the supply of the specified Coplastix Sluice Gate(s) to meet the intent and fulfill the requirements as detailed in the specification, based upon our Coplastix Design. We also include our **Ten-Year Warranty**, which is and has proven to be a great attribute to the longevity and quality of our equipment. The Coplastix equipment offered comes complete, ready for installation by the contractor unless noted otherwise. If you disagree with the take-off contained herein, you must advise us.

1. FRAME.
316 stainless steel, 5/16 minimum thickness. Frames are wall mounted against a 1" nominal grout base, no thimbles or flanges are needed or included.

2. SEALS
Sluice gates frames shall be fitted with fixed sealing faces that are mounted in the frame sides. Seals shall be molecularly incompatible with the Disc face and shall have a co-efficient of friction of 0.10 or less.

3. DISCS
Shall be manufactured from suitably reinforced composite plastic materials. The outer skin material shall have a minimum thickness of 1/8" and is non-toxic, ultra-violet light stabilized. The internal steel reinforcing members shall be designed to adequately withstand the hydraulic forces and/or the mechanical operating loads that will be imposed upon the Disc. The Disc shall be designed for a deflection of less than 1/1000 of the span (Width of Opening/1000).

4. LEAKAGE RATES
Per Specification (AWWAC563), no factory water testing will be performed as site testing will need to be done and passed, normal factory inspection and certification report issued.

Item #1

Tag(s):	SLU-1 & SLU-2
Qty.:	Two (2)
Size:	36" x 48"
Gate:	Wall mounted Coplastix Sluice Gate, suitable for 16' on & off Head pressure. Invert to floor 192" approx.
Operator:	Gearbox assembly mounted on a floor-mounted pedestal.
Stem:	Rising 316 stainless steel.

Item #2

Tag(s):	SLG-1 & SLG-2
Qty.:	Two (2)
Size:	24" x 60" to fit in a 30" wide channel.
Gate:	Inside channel wall mounted Coplastix Sluice Gate, suitable for door depth on & off Head pressure. Invert to floor 60" approx.
Operator:	Gearbox assembly mounted on a frame-mounted pedestal.
Stem:	Rising 316 stainless steel.

Item #3

Tag(s):	SLG-3 & SLG-4
Qty.:	Two (2)
Size:	24" x 84" to fit in a 30" wide channel.
Gate:	Inside channel wall mounted Coplastix Sluice Gate, suitable for door depth on & off Head pressure. Invert to floor 84" approx.
Operator:	Gearbox assembly mounted on a frame-mounted pedestal.
Stem:	Rising 316 stainless steel.

Item #4

Tag(s):	SLG-5
Qty.:	One (1)
Size:	52" x 75" to fit in a 60" wide channel.
Gate:	Inside channel wall mounted Coplastix Sluice Gate, suitable for door depth on & off Head pressure. Invert to floor 75" approx.
Operator:	Gearbox assembly mounted on a frame-mounted pedestal.
Stem:	Rising 316 stainless steel.

Item #5

Tag(s):	SLG-6
Qty.:	One (1)
Size:	48" x 48"
Gate:	Wall mounted Coplastix Sluice Gate, suitable for 15' on & off Head pressure. Invert to floor 180" approx.
Operator:	Gearbox assembly mounted on a floor-mounted pedestal.
Stem:	Rising 316 stainless steel.

NOTES AND EXCEPTIONS:

A. Equipment offered is Coplastix Standard Design.
B. Alfa Laval excludes grout, packers, etc.
C. Adhesive anchor bolts (if required): 316SS hardware, included. Adhesive by others.
D. **1 Trip, 2 Day of Service Included per specifications.**
E. **Item 2, 3, and 4, can be made to the original opening but it will require contractor to chip out the old frame and re-embed the new frame. Making it an inside mount, cut frame off at floor, pull old plate out, and anchor to gate frame to inside walls over the old frames, grout in place. Less risk of concrete failure and quicker install.**

DO NOT assume any item not listed above is included in our proposal.

Total Price = $0.00
Contact (MTS Environmental) Tel # (813) 760-5508 for pricing.
F.O.B. Houston, Texas, FFA to job site. **NO TAXES INCLUDED.**

Unless otherwise specified in this proposal, all installation of equipment supplied by Alfa Laval, Inc. shall be installed by others.

Taxes:

The quoted price does not include any local, state, or federal taxes, permits or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.

Proposal Acceptance:

This proposal is offered for acceptance within thirty (30) days from date of this quotation or date of bid opening, whichever is the later date. Prices are subject to review thereafter. Prices are firm, based upon receipt of a Letter of Intent or Purchase Order and notice to proceed within this thirty (30) day period and the review and return of submittal drawings to Alfa Laval within thirty (30) days. Delays caused by slow return of submittals and/or other manufacturing delays caused

by the contractor, owner, owner's agent, or engineer may result in additional charges of 1% per month for such delays or part thereof.

Submittal Drawings (2 to 3 weeks from receipt of written Purchase Order)

Mechanical submittal and drawings on the preceding equipment will be submitted in accordance with the required delivery date of the equipment and after receipt of a firm purchase order. Note: A purchase order signed by both Alfa Laval, Inc. and the purchase order originator must be executed prior to any submittal being forwarded.

Shipment:

Shipment on the preceding equipment can be made within twenty (20) to twenty-two (22) weeks from receipt of approved submittals.

Payment Terms:

100% net 30 days (subject to credit approval) and as such no provision for retainage will be allowed under the terms of this project. These payment terms are not contingent upon payment from owner to Purchaser. Shipments such as embedded metal or partial items will be invoiced as shipped on a prorated price to be determined by Alfa Laval, Inc.
If Purchaser delays shipment, Alfa Laval, Inc. may invoice and pass title to the Purchaser; Purchaser agrees to remit the amount due at the times stated, as if the equipment had shipped. All costs of storage shall be at the Purchaser's expense.

Escalation Charges:

In the event that delivery of equipment cannot be made on the scheduled delivery date agreed upon between Alfa Laval and buyer and as evidenced by the terms of the contract, due to buyer delay, Alfa Laval reserves the right to assess reasonable escalation charges to the project at the rate of 1% per month of the contract value for each month that the project is delayed.

Terms:

Alfa Laval's Standard Terms and Conditions are enclosed and apply in their entirety. All applicable sales, use or other taxes are to be paid by buyer. If any taxes are to be paid by seller, the quotation price shall automatically be increased by the same amount. Failure to pay invoices promptly when due nullifies Alfa Laval, Inc. obligation to perform work under warranty, installation and start-up in a timely manner.
The contractor explicitly agrees that subject to acceptance by the consulting engineer and/or the owner, Alfa Laval, Inc. may substitute a stand-by letter of credit in lieu of cash retainages required in the plans and specifications and contract documents, and 100% of the cash released

by such acceptance will flow through immediately to Alfa Laval, Inc. All orders are subject to credit approval prior to acceptance of contract and/or purchase order.

General Notes:

There is no provision included in the quoted price, unless noted, for field erection supervision, tests, inspections, or adjustment of equipment. If factory representative is required for any of these services, please refer to "Service Terms" enclosed. The equipment offered by Alfa Laval, Inc. is our standard design, materials, and manufacture. In the event that these items of equipment are subject to any alteration in design or materials or manufacture by the contractor, owner, owner's agent or engineer, such alterations shall be subject to change in the contract price and/or delivery schedule.

We wish to thank you for the opportunity of offering this proposal. Should you have any questions, please feel free to contact our representative or us noted below.

Sincerely,

Doug Thomas

Doug Thomas
Business Development Manager Fluid Control

cc. Bob Bierhorst (MTS Environmental), Alfa Laval AS-H Local Representative

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE**: Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. **PRICES**: Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. **DELIVERY; FORCE MAJEURE**: Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TITLE**: All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.

5. **CREDIT AND PAYMENT**: Payment terms are thirty (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event. We shall have the right to deduct from or set off against sums due you any sums due and owing to us from you under any other order or contract between us.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES**: Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT**: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY**:

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supevision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES**. THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY**: In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advanrtage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT OR SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusivelyour property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION**: Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS**: If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicenseable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE**: These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of usof any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

Rider
Terms and Exceptions

This Rider is annexed to and expressly made part of this Agreement for all work or services described for the Project. Purchase Order notwithstanding, the following items are mutually agreed upon and amended as follows:

Item 7- Delivery Schedule
Replace "Time if of the essence" with "Time is of material importance"

LIMITATION OF LIABILITY
With the exception of the Indemnification obligations set forth hereunder, Seller's TOTAL LIABILITY shall not exceed the value of the Agreement, including any additive change orders. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES. The foregoing disclaimer of consequential damages and limitation of liability shall not in any manner, limit the Seller's indemnity obligation for third party claims for bodily injury, death or damage to tangible property, to the extent caused by Seller's negligence.

LPO/LAP (A120123) 20190329

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2022

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	CONTACT NAME: Certificates
Marsh & McLennan Agency LLC 4900 Libbie Mill East Blvd. Suite 100 Richmond VA 23230	PHONE (A/C, No, Ext): 804-780-0611 FAX (A/C, No): 804-788-8944 E-MAIL ADDRESS: certificates@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company of the State of PA	19429
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : National Union Fire Ins Co PittsburghPA	19445
INSURER D : AIG Europe S.A.	55555
INSURER E : Hartford Underwriters Insurance Company	30104
INSURER F :	

INSURED
Alfa Laval Inc.
5400 International Trade Drive
Richmond VA 23231

COVERAGES **CERTIFICATE NUMBER:** 1504801228 **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 X LOC OTHER:	Y	Y	GL6634499	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	14ABS41702	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	10736197 1035337	1/1/2023 1/1/2023	1/1/2024 1/1/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
E	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	Y	14WNS41700	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H / STOP GAP $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Hired Car Physical Damage			14ABS41702	1/1/2023	1/1/2024	Comprehensive Collision	$2,000 DED $2,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

$10,000,000 Excess Liability is from combination of the following:
Umbrella Liability $5,000,000 National Union Fire Insurance Co. of Pittsburgh PA
Excess Liability $5,000,000 AIG Europe S.A.
Workers Compensation Coverage applies to all US Employees working in USA it's territories or possessions or Canada

CERTIFICATE HOLDER

** For Informational Purposes Only **

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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MASTER SERVICES AGREEMENT
Construction Manager at Risk (CMAR) Services for
Specified Water and Wastewater System Projects

THIS AGREEMENT is made and entered into as of the Effective Date (as defined below) by and between the **CITY OF COCOA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **WHARTON-SMITH, INC.**, a Florida corporation ("Construction Manager"), whose principal address is 750 Monroe Road, Sanford, Florida 32771.

WITNESSETH:

WHEREAS, the City desires to obtain construction manager at-risk (CMAR) services to include pre-construction and construction phase services for identified projects for the City's water and wastewater systems from time to time and on an as-needed, project-specific 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 specifically for the projects that are identified in RFQ #Q-19-04-COC and set forth herein; and

WHEREAS, Construction Manager participated in the selection and negotiation process under RFQ #Q-19-04-COC and desires to provide CMAR services if the City assigns one or more of the identified projects to the Construction Manager after the effective date of this Agreement; and

WHEREAS, Construction Manager is willing to provide such CMAR services to the City under the terms and conditions stated herein; and

WHEREAS, the City is willing to place Construction Manager on its list of pre-approved CMAR services consultants for the aforementioned projects.

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

1.1 "Agreement" shall refer to this Master Services Agreement, as may be amended from time to time, which shall constitute authorization for Construction Manager to provide CMAR services approved on an individual basis by the City.

1.2 "Assigned Project" means each individual Project for which Construction Manager is assigned by the City to provide Services pursuant to the project bidding procedure set forth in Paragraph 4.1 of this Agreement.

1.3 "Change Order" shall mean a written order signed by the City authorizing an addition, deletion, or revision in the Work or adjustment in the contract price or time.

1.4 "Construction Manager" shall mean Wharton-Smith, Inc., a Florida corporation, and its principals, employees, and resident project representatives (and assistants).

1.5 "Contract Documents" consist of the following items, including all modifications thereof, incorporated into the documents before their execution: this Agreement; Notice to Firms; Instructions to Bidders; Special Provisions; GMP Amendment; Technical Specifications; Proposal; Performance/Payment Bond; Drawings; and Addenda pertaining to the contract.

1.6 "Contractor's Fee" is the Construction Manager's profit for the construction phase work for each Project, expressed as a percentage of the cost of construction.

1.7 "Design Engineer" means the engineering team retained by the City to create the design and specifications for the Project. The Design Engineer is the Engineer of Record for the Project.

1.8 "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.

1.9 "GMP Amendment" is a document that outlines the scope of the Work, the technical documents, assumptions, clarifications, technical exclusions, the project schedule, and the GMP Proposal for the Project. The executed GMP Amendment shall automatically become part of the Contract Documents and shall establish the GMP, key supervisory personnel for the Project, the contract duration for the Project, liquidated damages dollar amount per calendar day, and all required bond and insurance documents.

1.10 "GMP Proposal" is a price proposal that includes the Construction Manager's General Conditions Fee, cost of the construction Work, payment and performance bond costs, building permit allowance, insurance costs, project construction contingency, and Contractor's Fee. The GMP Proposal shall be based on the drawings and specifications and the Contract Documents.

1.11 "Guaranteed Maximum Price" or **"GMP"** is the construction price agreed to between the Construction Manager and the City (as set forth in the GMP Amendment) and is the maximum total Project price that the Construction Manager guarantees not to exceed for the Construction Phase of the Assigned Project. It shall not include the services rendered during the Pre-Construction Phase.

1.12 "General Conditions Fee" is the overhead for services for the Construction Phase, exclusive of physical construction, expressed as a percentage of the cost of the construction Work.

1.13 "Open-Book Process" is the process used for establishing costs and subsequent GMP. The process requires the cost to be developed in a completely transparent manner, with no hidden costs or inflated amounts. Transparency means full, confidential disclosure of all the details and can include third party verification, if required. Construction estimates should be based on the actual cost of the Work. This can mean actual labor, expenses, materials, equipment, and

production rates for the self-performed scope, combined with stand-alone subcontractor quotes obtained via best-value, competitive bidding approach.

1.14 "Project(s)" means only those projects that were identified in RFQ #Q-19-04-COC, as listed in Paragraph 3.1 of this Agreement.

1.15 "Project Manager" is the person designated by the City to provide direct interface with the Construction Manager with respect to the City's responsibilities, as identified on the specifications for each Project.

1.16 "Project Site" is the location of the Project, as identified on the specifications for each Project.

1.17 "Project Team" is comprised of the Construction Manager, the City, and the Design Engineer.

1.18 "Public Record" shall have the meaning given in Section 119.011(12), Florida Statutes, as may be amended.

1.19 "Subcontractor" includes only those having a direct contract with the Construction Manager, and includes one who furnished material worked to a special design according to the plans or specifications of this Work, but does not include one who merely furnishes material not so worked.

1.20 "Value Engineering" is a project evaluation technique used during the Pre-Construction Phase that seeks to reduce costs and/or increase value by analyzing the functional requirements of a Project's materials, methods, components, and subsystems consistent with specified performance, reliability, maintainability, aesthetic, safety, and security criteria to ensure that it provides the best use of available Project funds.

1.21 "Work" or **"Services"** shall be used interchangeably and shall include the performance of the work agreed to by the parties for each Assigned Project, consistent with the projects described in Paragraph 3.1 of this Agreement. Work includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

2.0 TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on the Effective Date and shall continue until the completion of the Projects described in Section 3.1 below, unless earlier terminated pursuant to the terms of this Agreement. Unless otherwise specified in a notice of termination, any Assigned Project in effect at the termination of this Agreement shall remain in effect until completion of said Assigned Project, and all of the terms and conditions of this Agreement shall survive until completion of all Assigned Projects.

3.0 GENERAL DESCRIPTION OF SERVICES

3.1 Projects. The Projects for which Construction Manager may be assigned by the City to provide services under this Agreement are limited to the following:

Water Projects

The Claude H. Dyal Water Treatment Plant (Dyal WTP) consists of a surface water treatment plant with a rated capacity of 12 MGD, expandable to 24 MGD, and a fully built out ground water treatment plant rated to treat 60 MGD. Average daily flows from the Dyal WTP annually are approximately 22.7 MGD. The disinfection system in place utilizes 4 ammoniators and 11 chlorinators, with associated storage and supply systems.

A. Chemical Conversion and Reliability Improvements Project
   - Chlorine gas and anhydrous ammonia conversions at the Dyal WTP.
   - Installation of a redundant 54-inch pump discharge transmission main and associated flow meter and vault. Included in this portion of work are new Generator and High Service Pump Buildings to include; associated mechanical piping, flow meter and vault, controls, piping connecting transfer pump line to suction line, new emergency generators, and refurbishment and relocation of the existing high service pumps #2 and #3.
   - Addition of a pressurized water main to create a loop to feed the existing 8 inch main loop on the south half of the plant site.
   - Plant site improvements to include a new maintenance/training building, modifications to the plant main entrance road, improvements to main entrance security, other security improvements, and associated drainage improvements.

B. Banana River Pump Station Improvements
   - Replacement of the two existing 2MG tanks at the Banana River Tank Site
   - Improvement to the chemical feed systems

C. Viera Pump Station Chloramination Conversion
   - Change existing chlorination system to a chloramination system to include new chemical injection system and associated infrastructure

D. Groundwater Filter Effluent Pipe Connection to Surface Water Clearwell
   - Connection of the groundwater filter effluent to the new surface water clearwell effluent pipe

E. Improvements to the Ozone System at the Dyal WTP
   - Chiller Replacement and Generator Improvements
   - Improvements to the Ozone System Contactor

F. Re-Carbonation Basin Expansion, Reconfiguration, and Improvements

G. Installation of third Sulfuraetor and Multipurpose Building at the Wewahootee site

H. Replacement of Dyal Finished Water 5MG Steel Ground Storage Tank

I. Surface Water (SW) Dewatering Improvements
   - Update of the SW polymer feed system and associated controls.
   - Building improvements to include HVAC and structural repairs

J. Rehabilitation of the Lime Residual Gravity Thickener Nos. 1, 2, and 3
   - Complete replacement of Gravity Thickener No. 3
   - Rehabilitation of Gravity Thickener Nos. 1 and 2
   - Dewatering Storage Improvements
   - Building Improvements

K. Wellfield Security Improvements
   - Increased security of our western wells to include fencing, cameras, lighting, and motion sensors.
   - Includes associated fiber installation

Wastewater Projects

The Jerry Sellers WRF is a 4.5 MGD AADF biological nutrient removal (BNR) facility providing tertiary treatment to allow wastewater effluent to be reclaimed for use in landscape irrigation. The BNR process is a modified five-stage Bardenpho process designed to remove carbonaceous biological oxygen demand (CBOD5), total nitrogen, and total phosphorus. Secondary clarification and tertiary filtration are provided to remove total suspended solids (TSS), followed by disinfection.

A. Biosolids Improvements Project
   - Improvements to the Jerry Sellers WRF biosolids treatment, including the replacement of existing belt filter presses and improvements to the existing building, addition of Aerobic Digester No. 3, and the replacement of the Aerobic Digester Blowers.

B. Chemical Storage Relocation
   - Relocating the chemical storage and feed facilities for greater control and automation of the process.

C. Internal Recycle Pump Replacement

D. Local Control Panel (LCP) # 1 Rehabilitation

E. Reclaimed Water Pump Replacements

F. Replacement of Motor Control Center (MCC) #7 and #8

G. Transfer Pump Replacements

H. Construction of valve vault and replacement of valves located near the digesters

The above are general descriptions of the Projects and will be further defined and clarified by the City during the term of this Agreement.

3.2 Definition of Services. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Design Engineer, where applicable, in furthering the interests of the City. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete each Assigned Project in an expeditious and economical manner consistent with the interests of the City. The Construction Manager agrees to furnish construction services as set forth herein and required for completion of each Assigned Project on a guaranteed maximum price basis. The Construction Manager represents that it is thoroughly familiar with and understands the requirements of the referenced Projects and that it is experienced in the administration and construction of building projects of the types and scopes referenced above. The Construction Manager represents to the City that it has all necessary construction education, skill, knowledge, and experience required for these Projects and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the Services contemplated hereby within the time periods required for each Assigned Project. In addition, Construction Manager represents that it has, and all of the Subcontractors performing Services under this Agreement will have, all applicable licenses required by the State of Florida to perform such Services. The Construction Manager acknowledges that it is not guaranteed nor entitled to provide services to the City in connection with any particular Project by virtue of entering into this Agreement with the City and that the City may, in its sole discretion, decline to assign any Project to Construction Manager.

3.3 Project Team. The Construction Manager, the City, and the Design Engineer will work as a team through construction completion of each Assigned Project. The Construction Manager shall provide leadership to the Project Team on all matters relating to construction. The Design Engineer will provide leadership to the Project Team on all matters relating to design. When performing any Services under this Agreement, the Construction Manager shall utilize the key personnel described in the GMP Amendment. In the event any such personnel discontinue employment with Construction Manager, Construction Manager shall promptly replace such personnel with individuals approved by the City, in writing, which approval will not be unreasonably withheld.

3.4 Project Schedule/Time of the Essence. For each Assigned Project, the Construction Manager will provide the City with a preliminary schedule covering the Pre-Construction and Construction Phases. This preliminary schedule shall serve as the framework for the subsequent development of all detailed construction schedules described in this Agreement or the Contract Documents. The Construction Manager shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Assigned Project schedule, subject to delays in the schedule not the fault of the Construction Manager or its Subcontractors. Time is of the essence in the performance of this Agreement.

3.5 Preparation/Sufficiency of Site. The Construction Manager shall, among other things, (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Assigned

Project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Assigned Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Assigned Project; (iv) familiarize itself with pertinent Assigned Project dates, including the Assigned Project schedule; (v) review and analyze all Assigned Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Assigned Project. If the Assigned Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Construction Manager shall also review all as-built and record drawings, plans, and specifications of which the Construction Manager has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Construction Manager resulting from its failure to familiarize itself with the Project Site or pertinent documents shall be deemed waived.

3.6 Contract Documents. The Contract Documents are complementary, and what is called for by any one shall be as biding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work for each Assigned Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3.7 Priority of Documents. In the event of discrepancies among the Contract Documents, priority shall be given in the following order:

First	GMP Amendment
Second	This Agreement, including all Exhibits
Third	Proposal
Fourth	Special Provisions
Fifth	Instructions to Bidders
Sixth	Technical Provisions
Seventh	Drawings
Eighth	Performance and Payment Bonds

4.0 CITY'S DUTIES, OBLIGATIONS & RESPONSIBILITIES

4.1 Project Information; Bidding. When a Project is developed by the City, it will notify the Construction Manager of the Project in the form of a bid document and will supply relevant information concerning the Project (for example, specifications, design drawings, sketches, schedule expectations, and budget). Construction Manager will be given the opportunity to submit a proposal based on the Project information supplied by the City. The proposal shall include the Construction Manager's Pre-Construction Phase Services Fee (lump sum amount), General Conditions Fee (percentage of the estimated cost of construction), Contractor's Fee

(percentage of the estimated cost of construction), and insurance and bond costs (percentage of the estimated cost of construction). Construction Manager's response time for developing a proposal when notified of a Project will be based on the type of work to be assigned and will be stipulated by City in the bid document. If a site visit is required for the Project, the City shall state that in the bid document to Construction Manager.

The City will review the proposals submitted and select based on the lowest, most responsive bid. Upon selection, the City will issue (i) a Notice to Proceed and (ii) an executed City purchase order to Construction Manager.

4.2 City's Budget. The City shall establish and update a budget for each Project, including the amount allocated for construction, the City's other costs, and reasonable contingencies related to these costs as appropriate.

4.3 City's Representative. The City shall designate a Project Manager as its representative authorized to act on its behalf with respect to each Project.

4.4 Reservation of Rights; No Guarantee. The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other construction management companies to provide professional services. The City does not guarantee that any Work will be assigned to Construction Manager under this Agreement. The City reserves the right to assign or contract for professional services with any party in its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or Project to Construction Manager under this Agreement.

4.5 Time for Performance. The City shall review and approve or take other appropriate action on all design submittals within the timeframes set forth in the Assigned Project schedule.

4.6 Purpose of City's Review. City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for each Assigned Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Construction Manager of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Construction Manager of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and Construction Manager expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or Design Engineer to the Construction Manager if the City becomes aware of any fault or defect in the Assigned Project or non-conformance with the Contract Documents.

4.7 Status of City. The City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Construction Manager, for any of the foregoing purposes, be deemed the agent of the City.

4.8 City's Utilities. The Construction Manager shall be responsible to provide and pay for consumption of, and connections to, utilities required for temporary service and construction unless otherwise directed by the City.

5.0 CONSTRUCTION MANAGER'S SERVICES. The Construction Manager's Services to be provided hereunder shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

5.1 General Project Services. For each Assigned Project, the Construction Manager agrees to:

a. Identify a representative authorized to act as the project manager on behalf of the Construction Manager. This person shall be designated at the beginning of the Pre-Construction Phase and shall be the project manager through completion of the Construction Phase. The designee will need to be approved by the City and no substitutions will be allowed without prior written approval by the City.

b. Provide all services required to professionally complete the Work in an expeditious and economical manner consistent with the Contract Documents and the best interests of the City.

c. Endeavor to develop, implement, and maintain, in consultation with the City, Design Engineer, and subcontractors, a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Assigned Project is deemed a success by all parties.

d. Perform the Services in accordance with schedule requirements.

e. Participate in, and cooperate with, design phase, construction phase, and post-occupancy commissioning, validation, and other quality assurance and quality control processes.

f. Complete all Work by the required date of substantial completion. The Construction Manager shall submit an initial construction schedule within the timeframe set by the City; a final construction schedule with the GMP Proposal; and revised construction schedules in accordance with the Contract Documents. The construction shall complement, and shall not conflict with, the design schedule.

g. Comply with City's policies, project management guides, and all requirements of the Contract Documents.

h. Expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the City agrees to procure any items prior to the establishment of the GMP pursuant to Section 5.5 below, the City shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the GMP, the City shall assign all contracts for these items to the Construction Manager, and the Construction Manager shall thereafter accept responsibility for them.

5.2 Pre-Construction Phase Services.

a. Scope of Services. The Construction Manager's Pre-Construction Phase Services for each Assigned Project will be set forth in the "Scope of Services" section of the Instruction to Bidders for the Project.

b. Commencement of Services. Construction Manager shall commence performance of Pre-Construction Phase Work within ten (10) days after receipt from the City of both the executed purchase order and the Notice to Proceed. The Pre-Construction Phase shall be complete once the GMP Proposal has been submitted by the Construction Manager, approved by the City, and made a part of the Contract Documents. The GMP Proposal shall be submitted at the ninety percent (90%) design phase, which shall be dictated by the design schedule.

c. Project Kick-Off Meeting. Within ten (10) calendar days following receipt of the Notice to Proceed/original purchase order, a mandatory project kick-off meeting will be held with the City and Design Engineer to discuss the Pre-Construction Phase Work and support of the City's Design Engineer in developing the design.

5.3 Guaranteed Maximum Price Proposal.

a. At ninety percent (90%) completion, the Construction Manager shall prepare a GMP Proposal for the City's review and acceptance. The GMP Proposal shall include the Construction Manager's General Conditions fee, cost of the construction Work, payment and performance bond costs, building permit allowance, insurance costs, project construction contingency, and Contractor's Fee. The GMP Proposal shall be based upon the drawings and specifications and the Contract Documents.

b. The GMP will include an amount agreed upon by the City and Construction Manager as a contingency to be used to pay for unforeseeable conditions. Unforeseeable condition expenditures require prior written consent of the City before execution of the work.

c. The Construction Manager shall include with the GMP Proposal a written statement of its basis, which shall include the following:

(i) A list of the drawings and specifications, including all addenda thereto, and the conditions of the contract;

(ii) A list of the clarifications and assumptions made by the Construction Manager in preparation of the GMP Proposal, including assumptions, permits, bonds, insurance, and all items required to complete the Project, to supplement the information provided by the City and contained in the drawings and specifications;

(iii) A statement of the proposed GMP, including a statement of the estimated cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's fee;

(iv) The anticipated construction schedule and date of substantial completion upon which the proposed GMP is based; and

(v) A mutually agreeable date by which the City must accept the GMP.

d. The Construction Manager shall meet with the City to review the GMP Proposal. In the event that the City discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP Proposal, its basis, or both.

e. If the City notifies the Construction Manager that the City has accepted the GMP Proposal in writing by the date specified in the GMP Proposal, the GMP Proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of the GMP, the City and the Construction Manager shall execute the GMP Amendment. The GMP Amendment shall outline the scope of Work, the technical documents, any assumptions, clarifications, or technical exclusions, the Assigned Project schedule, liquidated damages dollar amount per day, and the GMP Proposal for the Assigned Project.

f. The Construction Manager shall not incur any cost to be reimbursed associated with the Construction Phase of the Work prior to the commencement of the Construction Phase, unless the City provides prior written authorization for such costs.

g. The City shall authorize the Design Engineer to provide the revisions to the drawings and specifications to incorporate any agreed-upon assumptions and clarifications contained in the GMP Amendment. The City shall promptly furnish those revised drawings and specifications to the Construction Manager as they are revised. The Construction Manager shall notify the City of any inconsistencies between the GMP Amendment and the revised drawings and specifications.

5.4 Construction Phase Services.

a. Scope of Services. The Construction Manager's Construction Phase Services for each Assigned Project will be set forth in the "Scope of Services" section of the Instruction to Bidders for the Project.

b. Commencement of Services. Construction Manager shall commence performance of Construction Phase Work upon the City's acceptance of the Construction Manager's GMP Proposal and the execution of the GMP Amendment. The commencement and completion time of the Construction Phase of the Work and the liquidated damages dollar amount per calendar day shall be included in the GMP Amendment.

c. Construction Phase Conference. Within twenty (20) days after the effective date of the GMP Amendment, but before the Construction Manager starts the Construction Phase, a mandatory pre-construction conference will be held at the Project Site for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work

5.5 Direct Purchase Program. The City may elect to implement a direct purchase program whereby it may purchase materials and equipment included in any subcontractor's bid for a portion of the Work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Such materials and equipment are referred to as "Direct Purchase Materials." If City elects to implement a direct purchase program, it shall so notify Construction Manager in writing, and the terms of this paragraph shall govern, along with City's policies on the subject in effect at the time Construction Manager commences construction of the Assigned Project. The minimum value for a direct purchase shall be $100,000. The Construction Manager shall obtain Builder's Risk insurance on the Direct Purchase Materials naming the City as the insured or an additional insured, provided City shall reimburse Construction Manager for the cost of such insurance as provided by this Agreement. Construction Manager shall be responsible for safeguarding all Direct Purchase Materials on the Project Site on City's behalf.

6.0 CONTRACT SUM.

6.1 Payments to Construction Manager. The City will pay the Construction Manager as follows, with the specific amounts and/or percentages to be set forth on each Assigned Project-specific proposal as agreed to and accepted by the City.

a. Pre-Construction Services Fee. The fixed fee for the Construction Manager's Pre-Construction Services, which fee includes all direct and indirect costs incurred by the Construction Manager in the proper performance of the Pre-Construction Services.

b. General Conditions Fee. The General Conditions Fee for the Construction Phase, exclusive of physical construction, expressed as a percentage of the cost of the Construction Phase Work for the Project.

c. Contractor's Fee. The Construction Manager's profit for the Construction Phase Work, expressed as a percentage of the cost of construction Work for the Assigned Project.

d. Bonds. The Construction Manager's performance and payment bonds as required by the Contract Documents, expressed as a percentage of the cost of construction Work for the Assigned Project.

e. Insurance. The Construction Manager's insurance costs for the Project as required by the Contract Documents, expressed as a percentage of the cost of construction Work for the Assigned Project.

6.2 Guaranteed Maximum Price. The GMP is the construction price agreed to between the Construction Manager and the City (as set forth in the GMP Amendment) and is the maximum total price that the Construction Manager guarantees not to exceed for the Construction Phase of the Assigned Project. The GMP does not include the services rendered during the Pre-Construction Phase.

a. The GMP Amendment is a document that outlines the scope of the Work, the technical documents, assumptions, clarifications, technical exclusions, Project schedule, and GMP Proposal for the Assigned Project. The executed GMP Amendment shall automatically become a part of the Contract Documents and shall establish the GMP, the key supervisory personnel for the Assigned Project, the contract duration for the Assigned Project, liquidated damages dollar amount per day, and all required bond and insurance documents.

b. If the City and the Construction Manager are unable to agree on a GMP for the Construction Phase, the City shall terminate this Agreement as to that Assigned Project and direct the Design Engineer to complete the design and prepare construction drawings and specifications for public bidding of the Construction Phase of the Project. The Construction Manager shall not be permitted to submit a bid for the public bidding of the Construction Phase of the Project.

c. The Construction Manager guarantees that the contract sum (exclusive of the Pre-Construction Services Fee) shall not exceed the GMP set forth in the GMP Amendment, as it may be modified from time to time. To the extent the cost of the Work exceeds the GMP, the Construction Manager shall bear such costs in excess of the GMP without reimbursement or additional compensation from the City.

d. The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents, and the dates of substantial and final completion shall be subject to adjustment as provided in the Contract Documents.

6.3 Construction Manager's Contingency.

a. The Construction Manager's contingency, established in the GMP, may be utilized, with the City's concurrence, for the following reasons:

(i) errors and omissions in the Construction Manager's bidding and scoping processes;

(ii) reasonable schedule recovery;

(iii) means, methods, and materials reasonably inferred from the Contract Documents;

(iv) subcontractor non-performance or default;

(v) Work not included in the Contract Documents that is necessary to cause the Assigned Project to conform to applicable building codes but was not identified as missing during the review of Contract Documents (through no fault of the Construction Manager), but expressly excluding any legal costs and expenses, including, without limitation, attorneys' fees and costs, associated with the Assigned Project;

(vi) other costs incurred by the Construction Manager that are not cost of the Work or General Conditions cost, for provision of management services necessary to complete the Assigned Project in an expeditious and economical manner consistent with the Contract Documents and the best interests of the City, but expressly excluding any legal costs and expenses, including, without limitation, attorneys' fees and costs, associated with the Assigned Project.

b. If upon completion of seventy-five percent (75%) of the Work, the remaining amount of contingency exceeds one-half of the amount of the initial post-buyout contingency, such excess shall be transferred via Change Order to the City.

6.4 Buyout Savings.

a. If Construction Manager receives bids for portions of the Work that are less than the amounts budgeted in the GMP proposal approved by City for such portions of the Work, such buyout savings shall first be utilized to offset shortfalls on other bid packages.

b. If, after offsetting any shortfalls, buyout savings remain, at the time provided in the Project schedule for the award of subcontracts, all buyout savings shall be returned to the City via "no cost" Change Order.

c. Use of Buyout Savings/Sales Tax Savings. The net amount of buyout savings and savings from City's purchase of Direct Purchase Materials may be utilized by the City for the following or other reasons:

(i) City's or Design Engineer's requested changes;

(ii) additive bid alternates and deductive credits;

(iii) design errors or omissions in the Contract Documents that were not detected by the Construction Manager through no fault of Construction Manager, including Work necessary to cause the Assigned Project to conform to applicable building codes;

(iv) differing/unforeseen existing conditions, as permitted by the Contract Documents.

6.5 Changes to the Guaranteed Maximum Price.

a. If the GMP has been established and when a specific bidder (i) is recommended to the City by the Construction Manager, (ii) is qualified to perform that portion of the Work, and (iii) has submitted a bid that conforms with the requirements of the Contract Documents without reservations or exceptions, but the City requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the construction schedule and the GMP by the difference between the bid of the person or entity recommended to the City by the Construction Manager and the amount and time requirement of the person or entity designated by the City.

b. Any changes to the scope of work that occur after the approval of the GMP Proposal will be addressed via the Change Order process.

6.6 Progress Payments. Partial payments calculated from completed Work in place and acceptable to the City at the unit bid prices or agreed-upon schedule of values will be made on or about the fifteenth (15th) of each month on pay estimates based on the previous month's progress. The Construction Manager shall, after the first of each month, submit an invoice for materials used and Work performed for the previous month. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices, will be utilized for pay purposes. Once the Construction Phase of the Work commences, ten percent (10%) of the amount due and payable to the Construction Manager will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Contract Documents and will be based on complete Work in place. The Construction Manager shall (i) provide satisfactory evidence that it has acquired title to the materials, that materials have been paid for, and that the material will be used to perform Work for the Assigned Project, and (ii) provide a Consent of Surety for the progress payments.

6.7 Florida Prompt Payment Act. All payments to be made hereunder shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

7.0 GENERAL TERMS AND CONDITIONS

7.1 Detail Drawings and Instructions. The City's Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

7.2 Copies of Drawings Furnished. Unless otherwise provided in the Contract Documents, the City will furnish to Construction Manager, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the Work.

7.3 Order of Completion. Prior to the start of the Work, Construction Manager shall submit schedules that show the order in which the Construction Manager proposes to carry on the Work with dates at which the Construction Manager will start the several parts of the Work and estimated dates of completion of the several parts. The City's Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the Work.

7.4 Drawings and Specifications on the Work. The Construction Manager shall keep one copy of all drawings and specifications of the Work in good condition available to the City and its representatives.

7.5 Ownership of Drawings. All drawings, specifications, and copies thereof furnished by the City are its property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the City on request, at the completion of the Work.

7.6 Construction Manager's Understanding. It is understood and agreed that at such time as Construction Manager is authorized to proceed with an Assigned Project by the City, the Construction Manager shall carefully examine the Contract Documents and Project Site, satisfy itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement or the assignment of any Project, shall affect or modify any of the terms or obligations contained in the Contract Documents.

7.7 Materials; Appliances; Employees. Unless otherwise stipulated, the Construction Manager shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Construction Manager shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The City of Cocoa proudly supports and encourages buying USA domestic materials. Products incorporated into the Work shall be produced or manufactured in the United States of America as defined by the American Recovery and Reinvestment Act of 2009 (ARRA). This Project is not funded by the ARRA.

The City will not pay for material stored in place.

The Construction Manager shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him.

7.8 Royalties and Patents. The Construction Manager shall pay all royalties and license fees. The Construction Manager shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Construction Manager prior to the signing of this Agreement or included in the specifications a proviso that there may be a patented process or product included in the Assigned Project.

7.9 Surveys, Permits, and Regulations. The Construction Manager will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Construction Manager. The Construction Manager shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Construction Manager observes that the drawings and specifications are at variance therewith, it shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the Work. If the Construction Manager performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Construction Manager shall bear all costs arising therefrom.

The Construction Manager shall continuously maintain adequate protection for all of its Work from damage and shall protect the City's property from injury or loss. The Construction Manager shall make good any such damage, injury, or loss. The Construction Manager shall adequately protect adjacent property as provided by law and the Contract Documents and shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

7.10 Inspection of Work. The City and its representatives shall at all times have access to the Work. The Work will be conducted under the general direction of the City and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Contract Documents. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the Construction Manager from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Construction Manager shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

Re-examination of requested work may be ordered by the City. If such work is found in accordance with the Contract Documents, the City will pay the cost of re-examination and replacement provided the Construction Manager makes a claim therefor. If such work is found not in accordance with the Contract Documents, the Construction Manager shall pay such cost,

including compensation for professional services, and an appropriate deductive Change Order shall be issued.

7.11 Superintendent Supervision. The Construction Manager shall keep on the Project Site during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent proves to be unsatisfactory to the Construction Manager and ceases to be in its employ. The superintendent shall represent the Construction Manager and all directions given to him shall be binding. Important directions will be confirmed in writing to the Construction Manager. Other directions will be so confirmed on written request in each case.

If the Construction Manager, in the course of the Work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omission in the drawings or in layout as given by points and instruction, it shall be the Construction Manager's duty to immediately inform the City, in writing, and the City will promptly verify the same. Any work done after such discovery, until authorized, will be done at the Construction Manager's risk.

Neither party shall employ or hire any employees of the other party without the other party's consent.

7.12 Changes in the Work. The City, without invalidating the contract, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

A. By mutual acceptance of a lump sum.
B. By unit prices named in the contract or subsequently agreed upon.
C. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Construction Manager, provided it receives an order as above, shall proceed with the work. In such case and also under case (C), the Construction Manager shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the Construction Manager. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate.

7.13 Claims for Extra Cost. If the Construction Manager claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided in Section 7.12 (Changes in the Work). Claims will not be processed unless filed in writing before any work has commenced.

7.14 Deductions for Uncorrected Work. If the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the contract price will be made therefor by Change Order.

7.15 Delays and Extensions of Time. If the Construction Manager is delayed at any time in the progress of the Work by an act of neglect of the City or of its employees, or by any other contractor employed by the City, or by changes ordered in the Work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control, or by delay authorized by the City's Project Manager pending arbitration, or by any cause which the City's Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the City's Project Manager may decide.

No such extension will be made for delay occurring more than seven (7) days before the claim is made in writing to the City's Project Manager. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two (2) weeks after demand for such drawings and not then unless such claim be reasonable.

Notwithstanding the above, an extension of contract time, so granted, shall be the Construction Manager's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance, and costs thereto.

7.16 Correction of Work before Final Payments. The Construction Manager shall promptly correct all work condemned by the City's Project Manager as failing to conform to the Contract Documents, shall promptly replace and re-execute its own Work in accordance with the Contract Documents and without expense to the City, and shall bear the expense of making good all Work.

If the Construction Manager does not correct such condemned Work and material within ten (10) working days' time as fixed by written notice (punch list), the City may correct it at the expense of the Construction Manager. If the Construction Manager does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Construction Manager.

7.17 Suspension of Work. The City may at any time suspend the Work or any part thereof, by giving five (5) days' notice to the Construction Manager in writing. The Work shall be resumed by the Construction Manager within ten (10) days after the date fixed in a written

notice to resume the Work from the City to the Construction Manager. The City will reimburse the Construction Manager for expenses incurred in connection with the Work under the Contract Documents as a result of such suspension unless the suspension was ordered by the City's Project Manager to enforce the terms of the Contract Documents or for any violation of the Contract Documents.

7.18 City's Right to Reassign Work. If the Construction Manager should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days written notice to the Construction Manager, may, without prejudice to any other remedy it may have, make good such deficiencies at the Construction Manager's expense.

7.19 Removal of Equipment. In the case of annulment of this Agreement as to any Assigned Project before completion, from any cause whatever, the Construction Manager, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Construction Manager, and the City shall have the right to store such equipment and supplies at the Construction Manager's expense. The City shall incur no liability to the Construction Manager for loss or damage to the supplies and equipment so removed and/or stored.

7.20 Use of Completed Portions. The City will have the right to take possession of and use any substantially completed portion of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the Construction Manager will be entitled to such extra compensation, or extension of time, or both, as the City's Project Manager may determine.

7.21 Payments Withheld. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment request to such an extent as may be necessary to protect itself from loss on account of:

A. Defective work not remedied.
B. Claims filed or reasonable evidence indicating probable filing of claims.
C. Failure of the Construction Manager to make payment properly to Subcontractors or for materials or labor.
D. The City's Project Manager's opinion that the contract cannot be completed for the balance then unpaid.
E. Failure to maintain adequate progress.

When the above grounds are removed, payment will be made for amounts withheld because of them.

7.22 Safety and Protection. The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the

Work. The Construction Manager shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the Project Site and other persons who may be affected thereby.
B. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project Site.
C. Other property at the Project Site or adjacent thereto.

Construction Manager shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, Construction Manager shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

7.23 Damages. Any claim for damage arising under the Contract Documents shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

7.24 Liens. Anything contained in any of the Contract Documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Construction Manager in compliance with the provisions of the Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the Contract Documents shall be paid by the City to the Construction Manager only after the Construction Manager has furnished the City with an affidavit stating that all persons, firms, or corporations who have furnished labor or materials, employed directly or indirectly in the Work, have been paid in full, and in addition, before the Construction Manager shall have the right to receive the final payment due under the contract, the Construction Manager shall furnish the City with releases of lien executed by all persons, firms, or corporations who have performed or furnished labor, services, or materials, directly or indirectly, used in the Work. The City shall have the right to demand and receive from the Construction Manger before it shall receive any progress payment, receipt bills showing payment in full for all labor, services, and materials incorporated into the Work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving any progress payment, the City may require the Construction Manager to furnish any partial releases of lien executed by all persons, firms, and corporations who have furnished labor, services, or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms, or corporations may have for that period. If any of the laborers, subcontractors, or material men shall serve upon the City a "Notice to Owner" or shall otherwise put the City on notice that they are owed any unpaid money by the Construction Manager, the City shall have the right to pay these persons directly in the manner provided by Florida's Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Construction Manager does hereby release, remise, and quit claim any and all

rights it would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the Work.

7.25 Subcontracts. The Construction Manager shall, as soon as practicable after signing the GMP Amendment, notify the City in writing of the names of subcontractors proposed for the Work and the description of work to be performed by each subcontractor. The Construction Manager shall not employ subcontractors unless they are approved in writing by the City.

The Construction Manager agrees that it is as fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Construction Manager. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the City.

7.26 Points and Instructions. The Construction Manager shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. It shall not proceed until he has made timely demand upon the City's Project Manager for, and has received from him such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

7.27 City's Project Manager's Status. The City's Project Manager will have general supervision and direction of the Work. He has authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the contract. He will also have authority to reject all work and materials that do not conform to the Contract Documents, to direct the application of forces to any portion of the Work, as in his judgment is required, to order the force increased or diminished, and to decide questions that arise in the execution of the Work.

7.28 City's Project Manager's Decisions. The City's Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Construction Manager and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. All such decisions of the City's Project Manager shall be final.

7.29 One Year Correction Period. If within one (1) year after the date of substantial completion of an Assigned Project or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Construction Manager shall promptly, without cost to the City and in accordance with the City's written instruction, either correct such defective work, or, if it has been rejected by the City, remove it from the Project Site and replace it with non-defective work. If the Construction Manager does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Construction Manager.

8.0 LIQUIDATED DAMAGES FOR DELAY

8.1 Inasmuch as failure to substantially complete the Work according to the Assigned Project schedule will result in injury to the City, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that if the Work is not substantially completed within the time provided by the Assigned Project schedule, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Construction Manager shall pay to the City as liquidated damages for such delay, and not as a penalty, the amount set forth in the GMP Amendment for each calendar day elapsing between the date fixed for substantial completion and the date such substantial completion is fully accomplished. The parties agree that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.

8.2 The liquidated damages shall be payable by the Construction Manager to the City under the Contract Documents, and shall not preclude the recovery of damages by the City under other provisions of the Contract Documents, except claims related to Construction Manager's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Contract Documents, as provided in this Agreement or elsewhere in the Contract Documents. The City's exercise of the right to terminate shall not release the Construction Manager from the obligation to pay said liquidated damages. Liquidated damages shall be the City's sole and exclusive remedy for delay.

8.3 When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Construction Manager will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Construction Manager overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

9.0 AUDIT RIGHTS

9.1 The City may, upon reasonable notice, audit the records of the Construction Manager and its Subcontractors and suppliers during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by the City to Construction Manager for an Assigned Project or longer, if required by law. Such audits may be performed by a representative of the City or an outside representative engaged by City.

9.2 For purposes hereof, Construction Manager's "records" means any and all information, materials, and data of every kind and character, whether hard copy or in electronic form, which may, in City's judgment, have any bearing on or pertain to the Contract Documents, including, without limitation, books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract

files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, Change Order files (including documentation covering negotiated settlements), back-charge logs and supporting documentation, invoices and related payment documentation, general ledgers, records detailing cash and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers, and memoranda.

9.3 City's authorized representative shall have reasonable access to the Construction Manager's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the Contract Documents, shall be provided adequate and appropriate work space at Construction Manager's facilities, may count employees at the Site, may be present for the distribution of payroll and shall have such other rights of access as may be reasonably necessary to carry out an audit.

9.4 If an audit discloses overpricing or overcharges, Construction Manager shall refund the overpayment. If an audit discloses overpricing or overcharges of one percent (1%) of the total amount paid hereunder, but in any event more than $200,000, whichever is less, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Construction Manager. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Construction Manager's invoices and/or records shall be made within ninety (90) calendar days from presentation of City's findings to Construction Manager.

9.5 Construction Manager shall ensure notice of City's audit rights is provided to its Subcontractors, suppliers, and any other vendor providing services or materials for each Assigned Project and shall ensure that each agreement it enters into pursuant hereto includes the provisions of this Article 9.0.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Construction Manager 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 per occurrence and in the aggregate with a deductible not greater than $50,000.

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

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

d. Workers' Compensation. The Construction Manager 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.

e. Environmental Impairment Insurance Minimum Requirements. If the Construction Manager will be locating portable fuel or lubricant storage tanks at the job site or will be storing or using hazardous chemicals on the job site, it shall maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to its General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun.

f. Builder's Risk Insurance. If City and Construction Manager agree to proceed to construction on an Assigned Project under a GMP Amendment, then the Construction Manager shall, before any construction, acquire and maintain throughout the course of construction, Builder's Risk Insurance in a dollar amount equal to the full insurable value of the Work under the contract, which shall include "All Risk" coverage. The City shall be named as a "Loss Payee". The Construction Manager shall be responsible for equipment, materials, and supplies, to include the City's Direct Purchase equipment, until completion of the Assigned Project and acceptance by the City.

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 Sections 10.1.b, 10.1.c, and 10.1.e herein, as its interest may appear, from time to time.

10.3 Cancellation, Change, or Non-Renewal. 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 Construction Manager by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that Construction Manager 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 Construction

Manager. The Construction Manager 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 Construction Manager 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 Construction Manager in accordance with this Article 10.0 on the basis of its not complying with the Agreement, the City shall notify Construction Manager 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, Construction Manager 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 Construction Manager to perform any Services hereunder shall fully comply with the insurance provisions contained in this Article 10.0.

11.0 REPRESENTATIONS

11.1 The Construction Manager represents that the Services provided hereunder shall conform to all requirements of the Contract Documents; shall be consistent with recognized and sound CMAR practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. The Construction Manager shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services to be performed hereunder. The Construction Manager's Services shall be consistent with the time periods established under Contract Documents. The Construction Manager shall provide the City with a written schedule for Services performed for each Assigned Project 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 Construction Manager's designated representative shall have the authority to act on Construction Manager's behalf with respect to the Services. In addition, Construction Manager'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, Construction Manager shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise Construction Manager's professional judgment with respect to the Services. The Construction Manager shall review laws, codes, and regulations applicable to Construction Manager's Services. The Construction

Manager's Services and construction shall comply with all applicable requirements imposed by all public authorities. The Construction Manager 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. The Construction Manager 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 Construction Manager for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 4.4 herein, Construction Manager shall be responsible for the satisfactory and complete execution of the Services described in the Contract Documents. The Construction Manager represents that it will carefully examine the scope of services required by the City in the Contract Documents, that it will investigate the essential requirements of the Services required by the Contract Documents, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Contract Documents in a good professional and workmanlike manner in conformance with the requirements of the Contract Documents.

11.2 The Construction Manager 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.

12.0 GUARANTEE AGAINST INFRINGEMENT

12.1 The Construction Manager guarantees that all Services performed under the Contract Documents for each Assigned Project shall be free from claims of patent, copyright, and trademark infringement. Subject to the limitation as to patents as stated in Section 7.8, Construction Manager shall indemnify, hold harmless, and defend the 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, Construction Manager may elect to provide non-infringing services.

13.0 DOCUMENTS

13.1 Public Records. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws, Construction Manager 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 Construction Manager 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 Construction Manager. 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 Construction Manager 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 CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'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.

Construction Manager is required to and agrees to comply with public records laws. Construction Manager shall keep and maintain all public records required by the City to perform the services as agreed to herein. Construction Manager 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. Construction Manager 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, Construction Manager shall transfer to the City, at no cost, all public records in possession of Construction Manager, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Construction Manager 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, Construction Manager 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 Construction Manager of the request and Construction Manager shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If Construction Manager does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Construction Manager acknowledges that if Construction Manager does not provide the public records to the City within a reasonable time, Construction Manager may be subject to penalties under Section 119.10, Florida Statutes. The Construction Manager acknowledges that if a civil action is filed against Construction Manager to compel production of public records relating to this Agreement, the court may assess and award against Construction Manager 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 Construction Manager, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Construction Manager 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 Construction Manager 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 Construction Manager's failure to comply with this Section, the City shall collect from

Construction Manager prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Construction Manager. 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 Construction Manager'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 Construction Manager 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 Construction Manager, 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 Construction Manager.

b. Ownership of Documents. The City and Construction Manager agree that upon payment of fees due to Construction Manager 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 Construction Manager 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 Construction Manager waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule, and other instrument produced by Construction Manager in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of Construction Manager or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Construction Manager 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.

14.0 ASSIGNMENT

14.1 The Construction Manager shall not assign or subcontract this Agreement, any Contract Documents hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any Subcontractors employed by Construction Manager for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Contract Documents. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

14.3 If the City determines that any Subcontractor is not performing in accordance with this Agreement, the City shall so notify Construction Manager who shall take immediate steps to remedy the situation.

14.4 The Construction Manager, prior to the commencement of any Work by any Subcontractor, Construction Manager shall require the Subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

15.0 INDEPENDENT CONTRACTOR

15.1 At all times during the term of this Agreement, the Construction Manager and any approved Subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

16.0 DEFAULT BY CONSTRUCTION MANAGER; CITY'S REMEDIES

16.1 In addition to the City's right to terminate this Agreement for convenience under Article 17.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Construction Manager 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 Construction Manager shall have such time as is reasonably necessary to remedy the default, provided Construction Manager promptly takes and diligently pursues such actions as are necessary therefore; or

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

c. A writ of garnishment shall be served on the City, seeking to reach funds due or to become due to Construction Manager;

d. The Government of the United States or any state or county shall garnish, distrain, attach, or seek to reach funds due or to become due to the Construction Manager;

e. The Construction Manager persistently or repeatedly refuses or fails, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials;

f. The Construction Manager fails to make prompt payment to Subcontractors or for material or labor;

g. The Construction Manager persistently disregards laws, ordinances, or the instructions of the City's Project Manager;

h. The Construction Manager has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

i. The Construction Manager has committed any act of fraud upon the City; or

j. The Construction Manager has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

k. The Construction Manager has assigned this Agreement or any Contract Documents without the City's prior written consent.

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

16.3 In the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Construction Manager under this Agreement shall, at the option of the City, become the City's property and Construction Manager shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Construction Manager, 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 Construction Manager for the purpose of setoff until such time as the amount of damages due to the City from Construction Manager can be determined.

17.0 TERMINATION

17.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to Construction Manager, terminate this Agreement, without penalty, if: (a) Construction Manager is in default pursuant to Article 16.0 Default; (b) Construction Manager makes a general assignment for the benefit of its creditors; (c) Construction Manager fails to comply with any condition or provision of this Agreement; or (d) Construction Manager 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 the City may have under this Agreement.

17.2 If the Work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Construction Manager or anyone employed by it, or if the City's Project Manager should fail to issue any estimate for payment within seven (7) days after it is due, or if the City fails to pay the Construction Manager within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Construction Manager may, upon seven (7) days written notice to the City, stop work or terminate this contract and recover from the City payment for all Work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

17.3 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

17.4 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.

18.0 FORCE MAJEURE

18.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Construction Manager's labor force); extraordinary breakdown of or damage to the 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 (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

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

20.0 HEADINGS

20.1 Article, section, and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

21.0 SEVERABILITY

21.1 In the event any portion or part of 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 remain fully intact.

22.0 WAIVER AND ELECTION OF REMEDIES

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

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

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Construction Manager.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, 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 Construction Manager, 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.

25.0 ENTIRE AGREEMENT

25.1 The Contract Documents, including this Agreement and any schedules, attachments, appendices, and exhibits attached hereto, constitutes the entire agreement between the City and Construction Manager with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. Any Project-specific modifications to this Agreement will be set forth in the Contract Documents for the Assigned Project.

26.0 NO JOINT VENTURE

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

27.0 ATTORNEY'S FEES

27.1 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.

28.0 COUNTERPARTS

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

29.0 DRAFTING

29.1 The City and Construction Manager 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.

30.0 NOTICE

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

For Construction Manager:

Wharton-Smith, Inc.
Attention: Nathan Hillard
750 Monroe Road
Sanford, FL 32771
(407) 321-8410 Phone
(407) 330-1092 Fax

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

30.2 Either party may change the notice address by providing the other party written notice of the change pursuant to this Article 30.0.

30.3 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.

31.0 SOVEREIGN IMMUNITY

31.1 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. Construction Manager 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 Section shall survive termination of this Agreement.

32.0 CORPORATE REPRESENTATIONS BY CONSTRUCTION MANAGER

32.1 The Construction Manager hereby represents and warrants to the City the following:

a. The Construction Manager 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 the Contract Documents.

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

33.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

33.1 The Construction Manager 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 Construction Manager and other persons employed or utilized by Construction Manager in the performance of this Agreement and all Contract Documents.

The Construction Manager specifically assumes potential liability for actions brought by Construction Manager's own employees against the City and, solely for the purpose of this indemnification and defense, Construction Manager 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 Section shall survive termination of this Agreement.

33.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Construction Manager expresses its willingness to enter into this Agreement with the knowledge that Construction Manager'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 Construction Manager to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 31.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs, or pre-judgment interest.

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

34.0 BONDS

34.1 To the extent deemed necessary and required by the City, Construction Manager shall supply a materials, performance, and payment bond(s) in an amount specified in the Contract Documents for any Assigned Project, in a form approved by the City Attorney and in accordance with Florida law.

34.2 The City will have the right, prior to commencement of any Assigned Project, to require the Construction Manager to furnish bond(s) covering its faithful performance of the Work and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as it may approve. Performance and payment bonds in compliance with Section 255.05 Florida Statutes will be required for the Assigned Projects. The premium for such bond shall be paid by the Construction Manager.

35.0 ADDITIONAL ASSURANCES

35.1 The Construction Manager for itself and its Subcontractors, if any, certifies that:

a. No principal (which includes officers, directors, or executives) 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 executives) 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 executives) 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 Construction Manager and said signature shall bind Construction Manager to this Agreement. No further action is required by Construction Manager to enter into this Agreement other than Construction Manager'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: John A. Titkanich, Jr.

Title: City Manager

Date: 1/10/19

ATTEST:

By: _____
Carie Sheely, City Clerk

CONSTRUCTION MANAGER:
WHARTON-SMITH, INC.

By: _____

Print Name: Ronald F. Davoli

Title: President/CEO

Date: 1/3/19

By: _____

Print Name: Devon A. Lewis
Corporate Secretary

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

January 11, 2019

Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

Re: Master Services Agreement Construction Manager at Risk (CMAR) Services for Specified Water and Wastewater System Projects

To Whom It May Concern:

Enclosed, for your records, is a fully executed and certified copy of the above referenced agreement.

If you have any questions or need further assistance, please contact my office at (321) 433-8484 or by email at cshealy@cocoafl.org.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

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 MASTER SERVICES AGREEMENT
3rd AMENDMENT
WHARTON-SMITH, INC.
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES
FOR SPECIFIED WATER AND WASTEWATER SYSTEM PROJECTS
RFQ-19-04-COC

This Third Amendment to the Master Services Agreement for Construction Manager at Risk Services dated January 10, 2019 by and between The City of Cocoa and Wharton-Smith, Inc. is made and effective as of the date of the last signature below.

The Influent Pump Station (IPS) Rehabilitation Project is added to the scope of possible projects in Section 3.1 for Wastewater Projects.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment.

Wharton-Smith, Inc.	**CITY OF COCOA**
By: Patrick J Hewitt	**By:** Stockton Whitten
(Print Name)	(Print Name)
Chief Operating Officer- Water	City Manager
(Title)	(Title)
Signature / Date 8-9-22	Signature / Date 8-23-2022

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilites

Attest: Carie Shealy
Carie Shealy
City Clerk, City of Cocoa

QUOTE FORM

CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY

City of Cocoa

Proposal of

Wharton-Smith, Inc.

(Name)

750 Monroe Road, Sanford, FL 32771

(Address)

To furnish all materials, service, equipment, and labor required, for CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The undersigned agrees to commence the Work with an adequate force and equipment within ten (10) consecutive calendar days following receipt of the Notice to Proceed/Original Purchase Order. The Preconstruction Phase shall be complete once the GMP Proposal has been submitted by the CMAR Firm, approved by the City, and amended to this contract. The GMP Proposal shall be submitted at the 90% design phase which shall be dictated by the design schedule.

The Construction Phase shall commence upon the City's acceptance of the Construction Manager's GMP Proposal and the execution of the GMP Amendment. The commencement and completion time of the Construction Phase of the Work and the liquidated damages dollar amount per calendar day shall be included in the GMP Amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The construction cost of the Project, not included in this quote, will be included in the GMP Proposal. The GMP Proposal, if accepted, will be executed at the completion of the CMAR Firm's Pre-Construction Services as an amendment to the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects".

The undersigned has carefully examined the Scope of Work contained within Attachment #1 to this Invitation to Quote (and its appendices referenced therein) and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with this Invitation to Quote and the "Master Services Agreement for CMAR Services for Specified Water and Wastewater System Projects", for the prices stated in the spaces herein provided. The cost of incidental work for which there are not specific contract items shall be included in the prices of the various contract items. No additional payment will be made therefore.

CMAR SERVICES FOR THE INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT AT THE JERRY SELLERS WATER RECLAMATION FACILITY					
Item	**Description**	**Units**	**Percentage****	**Estimated Construction Budget**	**Dollar Amount**
1	Preconstruction Services Fee	$	NA	NA	$ 65,000
2*	General Conditions Fee	%	10.85 %	$7,6000,000	$ 824,600
3*	Contractor's Fee	%	9.00 %	$7,6000,000	$ 684,000
4*	Bonds	%	0.80 %	$7,6000,000	$ 60,800
5*	Insurance	%	0.65 %	$7,6000,000	$ 49,400
TOTAL BASE QUOTE (Sum of Items 1-5)	$ 1,683,800 One million six hundred eighty-three thousand eight hundred **Dollars** (Grand Total Written in Words)				

*The dollar amount for items 2-5 is calculated by multiplying the percentage for each item by the estimated construction budget.
**Percentage shall be described to two decimal places.

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE QUOTE BEING DECLARED NON-RESPONSIVE.

Receipt of Addenda Number(s) 1, 2 is acknowledged.

(Contractor's Signature) April 5, 2023 (Date)

Timothy S. Smith. President/CEO

QUOTE ADDENDUM NO. 1

INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT

CITY OF COCOA
MARCH 28, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

PRE-QUOTE CONFERENCE (NON-MANDATORY):

1. A non-mandatory pre-quote conference was held on March 16, 2023 at 10:00 a.m.

PRE-QUOTE QUESTION(S):

1. **Question:** What duration shall be used to estimate General Conditions during the construction phase?
   Response: The Work shall be substantially completed by December 31, 2024, or 18 months after issuance of Notice to Proceed to the CMAR, whichever occurs first. The CMAR is expected to provide a preliminary construction schedule upon selection to assist the City in determining the baseline schedule.

The undersigned acknowledges receipt of this addendum to the solicitation documents.

Bidder/Contractor Name:
Wharton-Smith, Inc.

Mailing Address:
750 Monroe Road, Sanford, FL 32771

Authorized Signatory

Timothy S. Smith
Printed Name

President/CEO
Title

April 5, 2023
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

QUOTE ADDENDUM NO. 2

INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT

CITY OF COCOA
MARCH 29, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

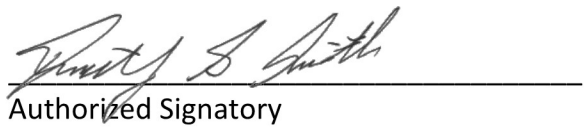
The following Response shall replace the Response to Question 1 of Quote Addendum No. 1 issued on March 28, 2023:

1. **Question:** What duration shall be used to estimate General Conditions during the construction phase?
   Response: The Work shall be substantially completed by December 31, 2024, or 18 months after ~~issuance of Notice to Proceed to the~~ ~~CMAR~~ the executed GMP Amendment, whichever occurs first. The CMAR is expected to provide a preliminary construction schedule upon selection to assist the City in determining the baseline schedule.

The undersigned acknowledges receipt of this addendum to the solicitation documents.

Bidder/Contractor Name:
Wharton-Smith, Inc.

Mailing Address:
750 Monroe Road, Sanford, FL 32771



Authorized Signatory

Timothy S. Smith
Printed Name

President/CEO
Title

April 5, 2023
Date

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Failure to submit this form may be grounds for disqualification of your submittal

RESOLUTION NO. 2023-103

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 INTERNAL RECYCLE PUMP, INFLUENT PUMP STATION, AND TRANSFER PUMP STATION REPLACEMENT AND REHABILITATION PROJECT, PROJECT NO. WS22IR, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 6 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on September 26, 2023, the City Council authorized the City Manager to proceed with the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project, Project No. WS22IR, 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 Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project, Project No. WS22IR, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $1,366,175.00, with an additional 6% contingency in the amount of $81,970.00 set aside for possible change orders, for a total of $1,448,145.00 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 26, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Construction Manager at Risk Services for Water and Wastewater Plant Projects	2024-04
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 09/11/23 City Bid Number: RFQ 19-04-COC AMOUNT: $ 1,448,145.00

Vendor Name: Wharton-Smith, Inc. Quote/Proposal Number: 2024-04

Dept. Number/Division Name: Utilities/Engineering

Project Name: Internal Recycle Pump Replacement Project Number: WS22IR

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

This Task Order covers the Guaranteed Maximum Price (GMP) Proposal #1 from Wharton-Smith, Inc, (WSI) for the limited construction services, consisting of long lead items and subsurface investigation services, for the Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation Project. WSI was previously competitively selected among the other pre-qualified Construction Managers at Risk (CMARs) under RFQ 19-04-COC and was previously approved to provide the pre-construction phase services for this project. GMP Proposal #1 will be performed as Amendment #4 under the CMAR master services agreement.

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: 2024-04

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.

Continuing Service Agreement Track Sheet

RFQ-19-04-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Construction Manager at Risk for W & WW Plant Project

Total Task Orders: $21,351,553.55

Department: Utlities | Start Date: 1/3/2019 | Paid: $19,866,763.55

Task Orders Issued: 5 | End Date: | # Extensions 0 | Encumbered: $36,645.00

Contract #	RFQ-19-04-COC C	Vendor	Wharton Smith	Expires		$21,351,553.55	$19,866,763.55	$36,645.00
Task Order	Task Details			Approved	Status	Task Order Amt.	Paid	Encumbered
2019-01	Preconstruction services Chemical Conversation and Reliability; Requested by Jack Walsh; Project # WS1404; PO/RQ#: 74281-38068;			2/13/2019	Completed	$10,000.00	$10,000.00	$0.00
2020-02	Construction services Chemical Conversation and reliability improvements project; Requested by Katherine Ennis; Project # WS1404; PO/RQ#: 76454-40641;			3/25/2020	Completed	$20,343,145.56	$19,828,408.55	$0.00
2020-02 LI	Liquidated; Requested by Katherine Ennis				Completed	($514,737.01)	$0.00	$0.00
2023-03	Internal Recycle Pump Replacement; Requested by John Perrin; Project # WS22IR; PO/RQ#: 80977-46407; Notes: Task Order # provided to John [DK-12/21/22] Emailed Task Order to Brian [DK-04/07/23]			4/25/2023	Active	$65,000.00	$28,355.00	$36,645.00
2024-04	Internal Recycle Pump Replacement; Requested by John Perrin; Project # WS22IR Notes: Task Order # provided to John Perrin [DK-08/07/2023] Original estimated budget was $3,250,0000.00				Pending	$1,448,145.00	$0.00	$0.00

Client#: 706782 WHARTINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Department
Marsh & McLennan Agency Bouchard Region 1 N. Dale Mabry Hwy, Suite #450 Tampa, FL 33609	PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: certificates@bouchardinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Amerisure Mutual Insurance Company	23396
INSURER C : XL Specialty Insurance	37885
INSURER D : Berkley Assurance Company	39462
INSURER E : Amerisure Partners Insurance Company	11050
INSURER F :	

INSURED
Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GL20361081702	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	CA20361071706	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $0	Y	Y	CU21171470102	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC203610917	04/01/2023	04/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Rented Equipment	Y		UM00024961MA23A	04/01/2023	04/01/2024	$2,500,000	
D	Pollution Liab			PCADB50218230423	04/01/2023	04/01/2024	$10,000,000	
D	Professional Liab			PCADB50218230423	04/01/2023	04/01/2024	$10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: Internal Recycle Pump, Influent Pump Station, and Transfer Pump Station Replacement and Rehabilitation at the Jerry Sellers Water Reclamation Facility.

Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella only if required by written contract, and subject to the terms, conditions and
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

exclusions as specified in the policies.

Coverage is primary as respects to General Liability & Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

Umbrella policy follows the forms/endorsements of the underlying General Liability, Automobile Liability and Workers Compensation policies.

Blanket Loss Payee applies for Rented and Leased Equipment.
Rented and Leased Equipment deductible:
$2,500 standard deductible.
2% subject to a $10K minimum deductible applies to all rented cranes.

BUILDER'S RISK COVERAGE

NAMED INSURED: [illegible]
COMPANY: [illegible]
NAIC #37885 AM [illegible] A [illegible]
POLICY TERM: [illegible]/1/2023 [illegible]/1/202[illegible]
POLICY NUMBER: [illegible]M0002[illegible]9[illegible]0MA23A

COVERED PROPERTY AND PREMISES DESCRIPTION

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Legislation Details (With Text)

File #:	23-485	**Version:** 1	**Name:**	U. S. Geological Survey	
Type:	Agenda		**Status:**	Agenda Ready	
File created:	8/9/2023		**In control:**	City Council	
On agenda:	9/26/2023		**Final action:**		
Title:	Approve FY 2024 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Pending the Adoption of the FY2024 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	24MCJFA0019_00_JFA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2023
Agenda Date: September 26, 2023
Prepared By: Kimberley Ross
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve FY 2024 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Pending the Adoption of the FY2024 Budget.

BACKGROUND:

The City of Cocoa has participated with the United States Geological Survey (USGS) for more than 30 years to collect and report hydrologic data (water quality sampling, ground water, and surface water level monitoring) of water resources in Cocoa's wellfield. The reporting activities are a condition of the Consumptive Use Permit issued to the City of Cocoa by the St. Johns River Water Management District (SJRWMD).

The City of Cocoa manages the program, and its employees perform some of the lab work. The data collection, monitoring equipment, and database compilation portion of the program is provided by USGS.

The FY2024 program agreement with the USGS totals $145,127.00 of which Cocoa's share is $133,247.00. The FY2024 budget for this program is $133,247.00 and sufficient for payment. Cocoa's cost share increased by $7,624.00 over the FY2023 program.

Staff recommends approval of the FY2024 Joint Funding Agreement with USGS subject to the

approval of the FY 2024 Budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$133,247.00
Account Number	421-4010-536.34-00
Account Name	Contract Services

Source of Funds: Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve FY 2024 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements, Pending the Adoption of the FY2024 Budget.

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United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
4446 Pet Ln Suite #108
Lutz, FL 33559

July 17, 2023

John Walsh II, P.E.
City of Cocoa
351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Dear Mr. Walsh:

Attached is a digitally signed original of our standard joint-funding agreement for the project(s) Caribbean-Florida Water Science Center Water Resources Investigations, during the period October 1, 2023 through September 30, 2024 in the amount of $133,247.00 from your agency. U.S. Geological Survey contributions for this agreement are $11,880.00 for a combined total of $145,127.00. Please sign and return one fully-executed original to Margaret A Fineagan at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Patrick Ryan by phone number (407) 803-5577 or email pryan@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Margaret Fineagan at phone number (813) 498-5009 or email at mfineagan@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Kevin J. Grimsley, P.E.
Acting Director, Caribbean-Florida Water Science Center

Enclosure
24MCJFA0019 (1)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 24MCJFA0019
Project #: MC00E2A
TIN #: 59-6000292

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2023, by the **U.S. GEOLOGICAL SURVEY, CARIBBEAN-FLORIDA WATER SCIENCE CENTER, UNITED STATES DEPARTMENT OF THE INTERIOR**, party of the first part, and the **CITY OF COCOA** party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00.

(a) $11,880.00 by the party of the first part during the period October 1, 2023 to September 30, 2024

(b) $133,247.00 by the party of the second part during the period October 1, 2023 to September 30, 2024

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $7,035.00.

Description of the USGS regional/national program: Climate Response Network (CRN)

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 24MCJFA0019
Project #: MC00E2A
TIN #: 59-6000292

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Patrick Ryan Hydrologic Data Chief, Orlando
Address:	12703 Research Parkway Orlando, FL 32826
Telephone:	(407) 803-5577
Fax:	(407) 803-5501
Email:	pryan@usgs.gov

Customer Technical Point of Contact

Name:	John Walsh II P.E.
Address:	351 Shearer Blvd. 2nd Floor Cocoa, FL 32922
Telephone:	(321) 433-8710
Fax:	
Email:	jwalsh@cocoafl.org

USGS Billing Point of Contact

Name:	Margaret Fineagan Budget Analyst
Address:	4446 Pet Lane Lutz, FL 33559
Telephone:	(813) 498-5009
Fax:	
Email:	mfineagan@usgs.gov

Customer Billing Point of Contact

Name:	John Walsh II P.E.
Address:	351 Shearer Blvd. 2nd Floor Cocoa, FL 32922
Telephone:	(321) 433-8710
Fax:	
Email:	jwalsh@cocoafl.org

U.S. Geological Survey
United States
Department of Interior

Signature

By_____**Date: 7/17/2023**
Name: Kevin J. Grimsley P.E.
Title: Acting Director
Caribbean-Florida Water Science Center

City of Cocoa

Signatures

By_____ **Date:** 09/11/23
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

FY 2024

July 6, 2023

Station ID	Name or Location	Description of Activity	Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
City of Cocoa							
WATER QUALITY SAMPLING STATIONS							
282341081040101	COCOA A	Periodic temp and cond	P	KT	1	$ 67	$ 67
282341081040101	COCOA A	Periodic pH	P	PH	1	$ 67	$ 67
282341081040101	COCOA A	Periodic major cations	P	CAT	1	$ 650	$ 650
282341081040101	COCOA A	Periodic chloride	P	CL	4	$ 1,880	$ 1,880
							$ -
282847081013701	COCOA H **WELL IS**	Periodic temp and cond	P	KT	1	$ 67	$ 67
282847081013701	COCOA H **NO LONGER**	Periodic pH	P	PH	1	$ 67	$ 67
282847081013701	COCOA H **PLUGGED**	Periodic major cations	P	CAT	1	$ 650	$ 650
282847081013701	COCOA H **SAMPLE**	Periodic chloride	P	CL	1	$ 270	$ 270
							$ -
282531081095701	COCOA D	Periodic temp and cond	P	KT	1	$ 67	$ 67
282531081095701	COCOA D	Periodic pH	P	PH	1	$ 67	$ 67
282531081095701	COCOA D	Periodic major cations	P	CAT	1	$ 650	$ 650
282531081095701	COCOA D	Periodic chloride	P	CL	1	$ 270	$ 270
							$ -
282406081093602	COCOA R	Periodic temp and cond	P	KT	1	$ 67	$ 67
282406081093602	COCOA R	Periodic pH	P	PH	1	$ 67	$ 67
282406081093602	COCOA R	Periodic major cations	P	CAT	1	$ 650	$ 650
282406081093602	COCOA R	Periodic chloride	P	CL	1	$ 270	$ 270
							$ -
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic temp and cond	P	KT	1	$ 67	$ 67
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic pH	P	PH	1	$ 67	$ 67
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic major cations	P	CAT	1	$ 650	$ 650
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic chloride	P	CL	1	$ 270	$ 270
							$ -
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic temp and cond	P	KT	1	$ 67	$ 67
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic pH	P	PH	1	$ 67	$ 67
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic major cations	P	CAT	1	$ 650	$ 650
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic chloride	P	CL	1	$ 270	$ 270
							$ -

FY 2024

July 6, 2023

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	pH	P	PH	1	$ 67	$ 67
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	major cations	P	CAT	1	$ 650	$ 650
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
283249081053201	BITHLO 1	Periodic	temp and cond	P	KT	1	$ 67	$ 67
283249081053201	BITHLO 1	Periodic	pH	P	PH	1	$ 67	$ 67
283249081053201	BITHLO 1	Periodic	major cations	P	CAT	1	$ 650	$ 650
283249081053201	BITHLO 1	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
283249081053202	BITHLO 2	Periodic	temp and cond	P	KT	1	$ 67	$ 67
283249081053202	BITHLO 2	Periodic	pH	P	PH	1	$ 67	$ 67
283249081053202	BITHLO 2	Periodic	major cations	P	CAT	1	$ 650	$ 650
283249081053202	BITHLO 2	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
283249081053203	BITHLO 3	Periodic	temp and cond	P	KT	1	$ 67	$ 67
283249081053203	BITHLO 3	Periodic	pH	P	PH	1	$ 67	$ 67
283249081053203	BITHLO 3	Periodic	major cations	P	CAT	1	$ 650	$ 650
283249081053203	BITHLO 3	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282533081082202	COCOA C ZONE 1	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282533081082202	COCOA C ZONE 1	Periodic	pH	P	PH	1	$ 67	$ 67
282533081082202	COCOA C ZONE 1	Periodic	major cations	P	CAT	1	$ 650	$ 650
282533081082202	COCOA C ZONE 1	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282533081082204	COCOA C ZONE 3	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282533081082204	COCOA C ZONE 3	Periodic	pH	P	PH	1	$ 67	$ 67
282533081082204	COCOA C ZONE 3	Periodic	major cations	P	CAT	1	$ 650	$ 650
282533081082204	COCOA C ZONE 3	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282533081082205	COCOA C ZONE 4	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282533081082205	COCOA C ZONE 4	Periodic	pH	P	PH	1	$ 67	$ 67
282533081082205	COCOA C ZONE 4	Periodic	major cations	P	CAT	1	$ 650	$ 650
282533081082205	COCOA C ZONE 4	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -

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July 6, 2023

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
282533081082206	COCOA C ZONE 5	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282533081082206	COCOA C ZONE 5	Periodic	pH	P	PH	1	$ 67	$ 67
282533081082206	COCOA C ZONE 5	Periodic	major cations	P	CAT	1	$ 650	$ 650
282533081082206	COCOA C ZONE 5	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282335081103701	Residential well No. 3 Johnson	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282335081103701	Residential well No. 3 Johnson	Periodic	pH	P	PH	1	$ 67	$ 67
282335081103701	Residential well No. 3 Johnson	Periodic	major cations	P	CAT	1	$ 650	$ 650
282335081103701	Residential well No. 3 Johnson	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282336081105201	Residential well No. 4 Nodorft	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282336081105201	Residential well No. 4 Nodorft	Periodic	pH	P	PH	1	$ 67	$ 67
282336081105201	Residential well No. 4 Nodorft	Periodic	major cations	P	CAT	1	$ 650	$ 650
282336081105201	Residential well No. 4 Nodorft	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282346081004601	DIGIOVANNI WELL	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282346081004601	DIGIOVANNI WELL	Periodic	pH	P	PH	1	$ 67	$ 67
282346081004601	DIGIOVANNI WELL	Periodic	major cations	P	CAT	1	$ 650	$ 650
282346081004601	DIGIOVANNI WELL	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
QW from ALL Production wells ANNUALLY								$ -
282510081054501	COCOA 1	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282510081054501	COCOA 1	Periodic	pH	P	PH	1	$ 67	$ 67
282510081054501	COCOA 1	Periodic	major cations	P	CAT	1	$ 650	$ 650
282510081054501	COCOA 1	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282612081054201	COCOA 2	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282612081054201	COCOA 2	Periodic	pH	P	PH	1	$ 67	$ 67
282612081054201	COCOA 2	Periodic	major cations	P	CAT	1	$ 650	$ 650
282612081054201	COCOA 2	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282548081054201	COCOA 3	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282548081054201	COCOA 3	Periodic	pH	P	PH	1	$ 67	$ 67
282548081054201	COCOA 3	Periodic	major cations	P	CAT	1	$ 650	$ 650
282548081054201	COCOA 3	Periodic	chloride	P	CL	1	$ 270	$ 270

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July 6, 2023

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282451081054501	COCOA 5	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282451081054501	COCOA 5	Periodic	pH	P	PH	1	$ 67	$ 67
282451081054501	COCOA 5	Periodic	major cations	P	CAT	1	$ 650	$ 650
282451081054501	COCOA 5	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282530081054201	COCOA 7	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282530081054201	COCOA 7	Periodic	pH	P	PH	1	$ 67	$ 67
282530081054201	COCOA 7	Periodic	major cations	P	CAT	1	$ 650	$ 650
282530081054201	COCOA 7	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282632081054502	COCOA 8R	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282632081054502	COCOA 8R	Periodic	pH	P	PH	1	$ 67	$ 67
282632081054502	COCOA 8R	Periodic	major cations	P	CAT	1	$ 650	$ 650
282632081054502	COCOA 8R	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282650081054201	COCOA 9	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282650081054201	COCOA 9	Periodic	pH	P	PH	1	$ 67	$ 67
282650081054201	COCOA 9	Periodic	major cations	P	CAT	1	$ 650	$ 650
282650081054201	COCOA 9	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282716081054501	COCOA 10	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282716081054501	COCOA 10	Periodic	pH	P	PH	1	$ 67	$ 67
282716081054501	COCOA 10	Periodic	major cations	P	CAT	1	$ 650	$ 650
282716081054501	COCOA 10	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282344081054201	COCOA 11	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282344081054201	COCOA 11	Periodic	pH	P	PH	1	$ 67	$ 67
282344081054201	COCOA 11	Periodic	major cations	P	CAT	1	$ 650	$ 650
282344081054201	COCOA 11	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282529081073201	COCOA 7A	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282529081073201	COCOA 7A	Periodic	pH	P	PH	1	$ 67	$ 67
282529081073201	COCOA 7A	Periodic	major cations	P	CAT	1	$ 650	$ 650
282529081073201	COCOA 7A	Periodic	chloride	P	CL	1	$ 270	$ 270

FY 2024

July 6, 2023

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282531081075602	COCOA 13R	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282531081075602	COCOA 13R	Periodic	pH	P	PH	1	$ 67	$ 67
282531081075602	COCOA 13R	Periodic	major cations	P	CAT	1	$ 650	$ 650
282531081075602	COCOA 13R	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282531081082201	COCOA 14	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282531081082201	COCOA 14	Periodic	pH	P	PH	1	$ 67	$ 67
282531081082201	COCOA 14	Periodic	major cations	P	CAT	1	$ 650	$ 650
282531081082201	COCOA 14	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282530081085401	COCOA 15	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282530081085401	COCOA 15	Periodic	pH	P	PH	1	$ 67	$ 67
282530081085401	COCOA 15	Periodic	major cations	P	CAT	1	$ 650	$ 650
282530081085401	COCOA 15	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282530081091701	COCOA 16	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282530081091701	COCOA 16	Periodic	pH	P	PH	1	$ 67	$ 67
282530081091701	COCOA 16	Periodic	major cations	P	CAT	1	$ 650	$ 650
282530081091701	COCOA 16	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282530081094001	COCOA 17	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282530081094001	COCOA 17	Periodic	pH	P	PH	1	$ 67	$ 67
282530081094001	COCOA 17	Periodic	major cations	P	CAT	1	$ 650	$ 650
282530081094001	COCOA 17	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282556081094001	COCOA 18	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282556081094001	COCOA 18	Periodic	pH	P	PH	1	$ 67	$ 67
282556081094001	COCOA 18	Periodic	major cations	P	CAT	1	$ 650	$ 650
282556081094001	COCOA 18	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282624081090401	COCOA 19	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282624081090401	COCOA 19	Periodic	pH	P	PH	1	$ 67	$ 67
282624081090401	COCOA 19	Periodic	major cations	P	CAT	1	$ 650	$ 650
282624081090401	COCOA 19	Periodic	chloride	P	CL	1	$ 270	$ 270

FY 2024

July 6, 2023

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282424081093601	COCOA 20	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282424081093601	COCOA 20	Periodic	pH	P	PH	1	$ 67	$ 67
282424081093601	COCOA 20	Periodic	major cations	P	CAT	1	$ 650	$ 650
282424081093601	COCOA 20	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282406081093601	COCOA 21	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282406081093601	COCOA 21	Periodic	pH	P	PH	1	$ 67	$ 67
282406081093601	COCOA 21	Periodic	major cations	P	CAT	1	$ 650	$ 650
282406081093601	COCOA 21	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282356081091901	COCOA 22	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282356081091901	COCOA 22	Periodic	pH	P	PH	1	$ 67	$ 67
282356081091901	COCOA 22	Periodic	major cations	P	CAT	1	$ 650	$ 650
282356081091901	COCOA 22	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282331081093801	COCOA 23	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282331081093801	COCOA 23	Periodic	pH	P	PH	1	$ 67	$ 67
282331081093801	COCOA 23	Periodic	major cations	P	CAT	1	$ 650	$ 650
282331081093801	COCOA 23	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282315081093601	COCOA 24	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282315081093601	COCOA 24	Periodic	pH	P	PH	1	$ 67	$ 67
282315081093601	COCOA 24	Periodic	major cations	P	CAT	1	$ 650	$ 650
282315081093601	COCOA 24	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282300081092401	COCOA 25	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282300081092401	COCOA 25	Periodic	pH	P	PH	1	$ 67	$ 67
282300081092401	COCOA 25	Periodic	major cations	P	CAT	1	$ 650	$ 650
282300081092401	COCOA 25	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282315081053801	COCOA 38	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282315081053801	COCOA 38	Periodic	pH	P	PH	1	$ 67	$ 67
282315081053801	COCOA 38	Periodic	major cations	P	CAT	1	$ 650	$ 650
282315081053801	COCOA 38	Periodic	chloride	P	CL	1	$ 270	$ 270

FY 2024

July 6, 2023

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282304081053901	COCOA 39	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282304081053901	COCOA 39	Periodic	pH	P	PH	1	$ 67	$ 67
282304081053901	COCOA 39	Periodic	major cations	P	CAT	1	$ 650	$ 650
282304081053901	COCOA 39	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282250081053801	COCOA 40	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282250081053801	COCOA 40	Periodic	pH	P	PH	1	$ 67	$ 67
282250081053801	COCOA 40	Periodic	major cations	P	CAT	1	$ 650	$ 650
282250081053801	COCOA 40	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282238081053801	COCOA 41	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282238081053801	COCOA 41	Periodic	pH	P	PH	1	$ 67	$ 67
282238081053801	COCOA 41	Periodic	major cations	P	CAT	1	$ 650	$ 650
282238081053801	COCOA 41	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282208081053801	COCOA 42	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282208081053801	COCOA 42	Periodic	pH	P	PH	1	$ 67	$ 67
282208081053801	COCOA 42	Periodic	major cations	P	CAT	1	$ 650	$ 650
282208081053801	COCOA 42	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282145081053801	COCOA 43	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282145081053801	COCOA 43	Periodic	pH	P	PH	1	$ 67	$ 67
282145081053801	COCOA 43	Periodic	major cations	P	CAT	1	$ 650	$ 650
282145081053801	COCOA 43	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282127081053901	COCOA 44	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282127081053901	COCOA 44	Periodic	pH	P	PH	1	$ 67	$ 67
282127081053901	COCOA 44	Periodic	major cations	P	CAT	1	$ 650	$ 650
282127081053901	COCOA 44	Periodic	chloride	P	CL	1	$ 270	$ 270
								$ -
282530081054204	COCOA 7T1	Periodic	temp and cond	P	KT	1	$ 67	$ 67
282530081054204	COCOA 7T1	Periodic	pH	P	PH	1	$ 67	$ 67
282530081054204	COCOA 7T1	Periodic	major cations	P	CAT	1	$ 650	$ 650
282530081054204	COCOA 7T1	Periodic	chloride	P	CL	1	$ 270	$ 270

FY 2024

July 6, 2023

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST		COOPERATOR TOTAL	
Water Quality Sampling Subtotal								**$ 52,202**	**$**	**52,202**
CONTINUOUS WATER LEVEL STATIONS										
282341081040101	COCOA A	Continuous	water level	C	H	1	7900	$ 6,900		
282406081093602	COCOA R	Continuous	water level	C	H	1	7900	$ 6,900		
282406081093602	COCOA R	Continuous	rain	C	RFA	1	1760	$ 1,650		
282531081082202	COCOA G	Continuous	water level	C	H	1	7900	$ 6,900		
282531081095701	COCOA D	Continuous	water level	C	H	1	7900	$ 6,900		
282532081075601	COCOA B	Continuous	water level	C	H	1	7900	$ 6,900		
282623081153801	COCOA P	Continuous	water level	C	H	1	7900	$ 6,900		
283249081053201	BITHLO 1	Continuous	water level	C	H	1	7900	$ 6,900		
283249081053203	BITHLO 3	Continuous	water level	C	H	2	7900	$ 865		
Continuous Water Level Subtotal								**$ 64,960**	**$**	**50,815**
MONTHLY MEASUREMENT STATIONS										
283249081053202	BITHLO 2	Periodic	water level 12/yr	P	H/12	1	$ 4,220	$ 4,220		
QUARTERLY MEASUREMENT STATIONS										
282510081054503	COCOA 1T	Periodic	water level 4/yr	P	H/4	1	$ 1,540	$ 1,210		
282847081013702	COCOA K	Periodic	water level 4/yr	P	H/4	1	$ 1,540	$ 1,210		
282510081054502	COCOA M	Periodic	water level 4/yr	P	H/4	1	$ 1,540	$ 1,210		
282531081054301	COCOA O	Periodic	water level 4/yr	P	H/4	1	$ 1,540	$ 1,210		
282533081082202	COCOA C ZONE 1	Periodic	water level 4/yr	P	H/4	1	$ 1,540	$ 1,210		
282533081082204	COCOA C ZONE 3	Periodic	water level 4/yr	P	H/4	1	$ 1,540	$ 1,210		
282533081082205	COCOA C ZONE 4	Periodic	water level 4/yr	P	H/4	1	$ 1,540	$ 1,210		
282533081082206	COCOA C ZONE 5	Periodic	water level 4/yr	P	H/4	1	$ 1,540	$ 1,210		
282739081054501	COCOA F	Periodic	water level 4/yr	P	H/4	1	$ 1,540	$ 1,210		
Periodic Water Level Subtotal								**$ 18,080**	**$**	**15,110**

FY 2024

July 6, 2023

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
ANNUAL REPORT								
	ANNUAL REPORT	Annual	report preparation	A	REPT	1	$ 7,840	$ 7,840
Annual Report Subtotal							**$ 7,840**	**$ 7,840**
SURFACE WATER STATIONS								
02232400	ST JOHNS RIVER NEAR COCOA	Continuous	temp, cond	C	TK1A		$ 9,080	$ 7,280
Surface Water Station Subtotal							**$ 9,080**	**$ 7,280**
FY 2024 PROGRAM TOTALS							**$ 152,162**	**$ 133,247**

	2024
Total Program	**$ 152,162**
City of Cocoa	**$ 133,247**
USGS Climate Response Network (CRN)	**$ 7,035**
USGS CMF Support	**$ 11,880**

Legislation Details (With Text)

File #:	23-529	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	8/24/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	

Title: Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands installation and maintenance services; Approve a Sole Source Construction Agreement with Beemats for the installation of floating wetlands at a total cost of $794,880; Authorize the City Manager to approve contract amendments or extensions; Approve an Amendment to the Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC) to include ongoing floating wetlands maintenance cost of $153,000 to start in FY 25. Approve a Resolution Amending the FY23 Budget, BAF#23-123-T, for the cost of a Performance for the Project. Provide authority for the City Manager to approve a FY24 purchase order for the floating wetlands installation.

Sponsors:

Indexes:

Code sections:

Attachments:
EX-2023-0801-COC Construction Agreement.pdf
MN038_Fully Executed_IncludesAllDocuments.pdf
Service Level Agreement_Contract No. 21-11_BEEMATS.pdf
1st Amendment to Service Agmt-Floating Wetlands Water Quality Project.pdf
2nd Amendment B-21-11-COC.pdf
Resolution 2023-031 (Sole Source_ Beemats).pdf
Budget Resolution FY 2023-105 ADA Compliant.pdf
BAF-23-123-T-PW-Performance Bond Beemats (9-26-23).pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 24, 2023
Agenda Date: September 26, 2023
Prepared By: Abby Morgan, P.E., Interim Public Works Director/City Engineer
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands installation and maintenance services; Approve a Sole Source Construction Agreement with Beemats for the installation of floating wetlands at a total cost of $794,880; Authorize the City Manager to approve contract amendments or extensions; Approve an Amendment to the Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC) to include ongoing floating wetlands maintenance cost of $153,000 to start in FY 25. Approve a Resolution Amending the FY23 Budget, BAF#23-123-T, for the cost of a Performance for the Project. Provide authority for the City Manager to approve a FY24 purchase order for the floating wetlands installation.

BACKGROUND:

On June 21, 2022, Florida Department of Environmental Protection (FDEP) contacted staff and notified us that there were still some Coronavirus State and Local Fiscal Recovery Funds (SLFRF) grant funding opportunities available through the state and requested updated cost estimates for projects with a status of Underway or Planned already in the City Basin Management Action Plan (BMAP) that specifically target stormwater treatment. On January 19, 2023, FDEP made an announcement regarding funding of selected projects for stormwater treatment in the Indian River Lagoon. Two (2) City of Cocoa projects were selected.

On July 11th, Council authorized the City Manager to execute the FDEP's Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Grant Agreement for the construction/design of City of Cocoa Stormwater Improvement Projects.

Task 1 of the Agreement is the design of a US 1 and Forrest Ave. Stormwater Facility. Task 2 of the Agreement is the construction of Floating Wetlands (FWs). This project will include the expansion of the already 5,000 square feet (SF) of FWs installed at the south stormwater pond located off Michigan Ave. and north of Fiske Blvd. with an additional installation of 76,800 SF at both stormwater ponds. In addition, FWs will be installed at Bracco Stormwater Pond B. The wetland systems include mats fabricated into islands with aerator pots and plants installed and anchored. These stormwater ponds treat approximately 955 acres of various land use types, and the estimated nutrient load reduction for this project is 4,100 lbs/yr of total nitrogen and 660 lbs/yr of total phosporus. The cost reimbursable grant funding for this Task totals $768,000. An additional $28,880 is also being requested from the stormwater contingency fund to cover the cost of a performance and payment bond as required by state law.

In January 2021, the City of Cocoa's Purchasing Department, on behalf of the Public Works Stormwater Division, solicited procurement of services to be provided from qualified firms for the installation of FWs at the North and South Lakemont Stormwater Ponds.

The sole bid received for this solicitation was from Beemats, LLC, with a proposed one-time fabrication / installation of wetlands, triannual maintenance, and annual lab analysis. The term of said agreement was for a period of five (5) years with two (2) option year renewals. On February 23, 2021, City Council awarded Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project, to Beemats, LLC.

As a pilot project, the city also installed FWs at the Pineda St. stormwater pond in December 2020. The cost per lb. of nutrient removal reported on the Pineda St. pilot project proved to be quite cost effective. After those results, staff elected to install floating wetlands at the North and South Lakemont stormwater ponds and just recently at the North Fiske stormwater pond. Each of the FWs require triannual maintenance and annual lab analysis.

Nutrient removal is an ongoing requirement from the State of Florida and, now that the Beemats are installed and operational, the mats require the maintenance and testing for many years in the future. The future years' maintenance for the Pineda St. and North Fiske stormwater ponds was not included in the original contract or the subsequent additions of the other areas.

On March 30,2023, Council approved an amendment to Contract #21-11-COC to include the maintenance of the FWs at the Pineda St. and North Fiske stormwater ponds. Staff requests a second amendment to Contract #21-11-COC to include the maintenance of the additional SF of FWs at the North Fiske Stormwater Ponds and the Bracco Stormwater Pond B. The original contract term, if approved, will be amended through September 30, 2031, since Beemats is the sole source for this system as described below. Staff is also requesting approval of BAF-23-123-T to provide funding for the performance bond related to the US1 and Forrest stormwater pond and to provide authority for the City Manager to approve a FY24 purchase order for this project. The budget will be rolled over into FY24 with the budget rollover in November.

Beemats has a unique floating wetland system that is patented (U.S. Patent No. 7,448,163 B2). They are the sole source for this system. Staff also requests approval of a Resolution to Waive Competitive Bidding for Beemats floating wetlands installation at the North Fiske Stormwater Ponds and Bracco Stormwater Pond B and future maintenance services for the harvesting of these mats.

STRATEGIC PLAN CONNECTION:

The Public Works Stormwater Division 10-Year Stormwater Work Plan contains Water Quality Project WQ-15 -Add Floating Wetlands to Existing Stormwater Ponds.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Choose an item.
(Budgeted)	
Amount Requested	$768,000
Account Number	_423-3570-538.63-36 _GR23NF
Account Name	Infrastructure N Fiske Floating Wetland

BAF#23-123-T

Performance Bond

Amount Requested	($28,800)
Account Number	423-3570-538.39-00
Account Name	Contingency

Amount Requested	$28,800
Account Number	423-3570-538.63-00 SW20FW
Account Name	Infrastructure

FY 25-31 Amounts listed below are contingent upon City Council approval of that fiscal year's budget.

North Fiske Stormwater Ponds

Amount Requested	FY 25-31 - $86,000
Account Number	423-3570-538.34-00

powered by Legistar™

Account Name	Contract Services

Bracco Stormwater Pond B

Amount Requested	FY 25-31 - $67,600
Account Number	423-3570-538.34-00
Account Name	Contract Services

PREVIOUS ACTION:

Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands installation and maintenance services; Authorize the City Manager to execute the Sole Source Construction Agreement with Beemats for the installation of floating wetlands at a total cost of $768,000; Authorize the City Manager to approve contract amendments or extensions; Approve the ongoing floating wetlands maintenance cost of $153,000 to start in FY 25; and Approve an Amendment to City of Cocoa and Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC) to include this maintenance. Approve a Resolution Amending the FY23 Budget, BAF#23-123-T, for the Bond Portion of the Project.

RECOMMENDED MOTION:

Approve Resolution to Waive Competitive Bidding for Beemats floating wetlands installation and maintenance services; Approve a Sole Source Construction Agreement with Beemats for the installation of floating wetlands at a total cost of $794,880; Authorize the City Manager to approve contract amendments or extensions; Approve an Amendment to the Beemats Multi-year Service Level Agreement #21-11-COC, Floating Wetlands Water Quality Project (Contract No. 21-11-COC) to include ongoing floating wetlands maintenance cost of $153,000 to start in FY 25. Approve a Resolution Amending the FY23 Budget, BAF#23-123-T, for the cost of a Performance for the Project. Provide authority for the City Manager to approve a FY24 purchase order for the floating wetlands installation.

CONSTRUCTION AGREEMENT
EX-2023-0801-COC

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER) and **BEEMATS LLC**, a for profit limited liability corporation, authorized and duly licensed to do business in the State of Florida (herein referred to as CONTRACTOR), as follows:

1. **DESCRIPTION OF WORK** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the construction of floating wetland systems at North Fiske SW pond and Bracco SW Pond B ("the Project") as described in the contractor's proposal.

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum(s) to the Agreement; General Conditions, if any; Supplemental Terms and Conditions by the City, if any; Contractor's Proposal; all Change Orders approved by the City after execution of this Agreement; Florida DEP Grant MN038; and all contract clauses required by FEMA grantees and subgrantees detailed in Exhibit E**.** These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Project Manager immediately. The City's Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

    a. Change Orders

    b. Agreement, Exhibits and Addenda

    c. Supplemental Terms and Conditions

    d. General Terms and Conditions

    e. Contractor's Proposal

    f. Florida DEP Gant MN038

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract. Contract start time shall begin upon issuance of the Notice to Proceed.

b. The Work shall be substantially completed within Sixty (60) calendar days after the date when the Contract Time begins to run. The Work shall be finally completed, ready for Final Payment within Thirty (30) calendar days after the actual date of Substantial Completion.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

c. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

7. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not

substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$750.00** for each calendar day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and **$375.00** for each calendar day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Seven-Hundred Ninety-Four Thousand, Eight-Hundred and Eighty Dollars ($794,880)**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the OWNER, if any, with its own forces, the work of other contractors, if any, and the work of others at the Project site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for

all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES -** The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE -** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order

by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY -** In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not provide consent of surety with each payment application;

c. Another contractor is damaged by an act for which CONTRACTOR is responsible; or

d. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or (__X__) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the City of Cocoa Accounts Payable Division attention **accountspayable@cocoafl.gov** as the agent or office to which the CONTRACTOR must submit payment requests or invoices to OWNER. The OWNER further hereby identifies Frank

Mirabito, Attn: **fmirabito@cocoafl.gov**, as the agent that must approve payment requests prior to their submission to OWNER.

13. **FINAL PAYMENT; CHANGE ORDERS** - OWNER shall withhold up to 5% of the Contract Price throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents; or

c. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not provide consent of surety with each progress application a subcontractor is damaged by an act for which CONTRACTOR is responsible; ; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional payment in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional payment, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments.

The City, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.

2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work and an equitable deduction from the Contract Price will be made therefor by Change Order.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Frank Mirabito, or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the CONTRACTOR shall give the City

timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the CONTRACTOR shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements, and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

g. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the project. No review, inspection, or approval by the City of such Work or documents shall relieve the CONTRACTOR of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve CONTRACTOR of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and CONTRACTOR expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the CONTRACTOR if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. CONTRACTOR shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s).

f. **Project Site.** The CONTRACTOR shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and

analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involve modifications to any existing structure(s) or other man-made feature(s) on the project site, the CONTRACTOR shall also review all as-built and record drawings, plans, and specifications of adjacent work which the CONTRACTOR requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the CONTRACTOR resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

17. **ASSIGNMENT -** CONTRACTOR shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. CONTRACTOR shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If CONTRACTOR, prior to the commencement of any Work subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY RIGHTS -** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES -** 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 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE -** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION –** CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, 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, engineer, 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, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as 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.

22. **SAFETY -** CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

CONTRACTOR shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, CONTRACTOR shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines, and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR -** CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR 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 signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR

has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the forms attached to the Agreement as **Exhibit "A"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve Contractor of any liability under the Agreement. Contractor shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE -** During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. 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.

c. The CONTRACTOR 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 $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

d. 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 the Total Contract Price.

CONTRACTOR shall maintain the builder risk insurance required by this subsection until final completion.

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 OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER and its engineer shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, CONTRACTOR shall require CONTRACTOR's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **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. The Contractor's surety is bound by this provision.

27. **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. The Contractor's surety is bound by this provision.

28. **ATTORNEY'S FEES -** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING -** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The

CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS - 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.

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 CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

32. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER

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

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES -** Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. 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. 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.

36. **DRAFTING** - OWNER and CONTRACTOR 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.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

BEEMATS LLC
Attn: Steve Beeman / President
3637 State Road 44
New Smyrna Beach, FL 32168
P: 386-428-8578
E: beemats@gmail.com

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street

Cocoa, Florida
321-433-8660

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

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

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

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from

the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

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

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

BEEMATS LLC

By: _____
Steve Beeman, President

Date: 9/11/2023

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 11 day of September, 2023, by STEVE BEEMAN, the President of BEEMATS LLC, who is personally known to me or who produced _____ as identification and who did take an oath.

_____
(Notary Public Signature)

ROXANNE M SNYDER
(Print Name)
Notary Public, State of
Commission No.:
My Commission Expires:

Notary Public State of Florida
Roxanne M Snyder
My Commission HH 331513
Expires 2/10/2027

EXHIBIT A

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

Bond No. _____

BY THIS PERFORMANCE BOND, We _____, as Principal, whose address is _____ and telephone number is _____ and _____, as Surety, whose address is _____ and telephone number is _____are bound to the City of Cocoa, a Florida municipal corporation, as OWNER, whose address is 65 Stone Street, Cocoa, Florida 32922 and telephone number is 321-433-8800, in the initial sum of $ _____ (100% of Contract Price), or such greater amount as the Contract may be adjusted from time to time in accordance with the Contract between the Principal and OWNER) (the "Penal Sum").

WHEREAS, the Principal has executed a contract with the OWNER, dated _____, for the construction of the _____project in the City of Cocoa, Brevard County, Florida (the "Project"); and

WHEREAS, the OWNER has required the Principal to furnish a performance bond in accordance with law and as a condition of executing the Contract with Principal; and

WHEREAS, this bond is being entered into to satisfy the requirements of Section 255.05(1), Florida Statutes and the Contract referenced above, as the same may be amended, and additionally, to provide common law rights more expansive than as required by statute.

NOW THEREFORE, the Surety and the Principal, both joint and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree as follows:

1. **CONTRACT INCORPORATED; SURETY AND PRINCIPAL BOUND FOR FULL PERFORMANCE.** The Contract is incorporated by reference and made a part of this bond. The Surety and the Principal are bound for the full performance of the Contract including without exception all of the Contract Documents (as defined in the Contract) and all of their terms and conditions, both express and implied. Without limiting the Principal's and Surety's obligations under the Contract and this bond, the Principal and Surety agree:

   A. Promptly and faithfully perform their duties and all the covenants, terms, conditions, and obligations under the Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and

   B. Pay OWNER all losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees under sections 627.428 or 627.756, Florida Statutes, including costs and attorney's fees on appeal that OWNER sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

   C. Satisfy all claims and demands incurred under the Contract, and fully indemnify and hold harmless the OWNER from all costs and damages which it may suffer by reason or failure to do so.

2. **OWNER'S AFFIDAVIT OF CONTRACTOR BREACH OR DEFAULT.** If the OWNER shall provide to Surety the written affidavit of the OWNER stating that the Principal is in

breach or default of the Contract, and that such breach or default remains uncured by the Principal, then upon delivery of such affidavit to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the OWNER in writing which action it will take as permitted in Paragraph 3.

3. **SURETY'S OBLIGATION UPON DELIVERY OF OWNER'S AFFIDAVIT OF CONTRACTOR'S BREACH OR DEFAULT.** Upon the delivery of the OWNER's affidavit of breach or default by the Principal as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:

   A. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own CONTRACTORs or employees, approved as being acceptable to the OWNER, in the OWNER's sole discretion, provided, however, that OWNER's discretion in approving the Surety's CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the Contract and is not affiliated in any way with the Principal. During this performance by the Surety, the OWNER will pay the Surety from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. During this performance by Surety, any payment bond required under the Contract must remain in full force and effect; or

   B. **Tender a completing CONTRACTOR acceptable to OWNER.** Tender a CONTRACTOR, together with a contact for fulfillment and completion of the Contract executed by the completing CONTRACTOR, to the OWNER for the OWNER's execution. OWNER's discretion to approve Surety's completing CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the contract and is not affiliated with the Principal. OWNER's discretion to approve CONTRACTOR as the completing CONTRACTOR and to approve the tendered contract shall be in OWNER's sole and absolute discretion. Upon execution by the OWNER of the contract for fulfillment and completion of the Contract, the completing CONTRACTOR must furnish to the OWNER a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the OWNER for the Project by the Principal. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The OWNER will pay the completing CONTRACTOR from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. To the extent that the OWNER is obligated to pay the completing CONTRACTOR sums which would not have been due and payable to CONTRACTOR under the Contract (any sums in excess of the then remaining Contract balance less any sums due the OWNER under the Contract), the Surety must pay the OWNER the full amount of those sums at the time the completing CONTRACTOR tenders an invoice to the OWNER so that the OWNER can utilize those sums in making timely payment to the completing CONTRACTOR; or

C. **Tender the Full Penal Sum.** Tender to the OWNER the full Penal Sum of the performance bond. The OWNER will refund to the Surety without interest any unused portion not spent by the OWNER procuring and paying a completing CONTRACTOR or completing the Contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or

D. **Other Acts.** Take any other acts mutually agreed upon in writing by the OWNER and the Surety.

E. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE PRINCIPAL CONTENDS THAT IT IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE PRINCIPAL HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT THE SURETY HAS RECEIVED THE AFFIDAVIT OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.**

4. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to those duties set forth herein above, the Surety must promptly pay the OWNER (i) all losses, costs and expenses resulting from the Principal's breach(es) or default(s), including, without limitation, fees (including attorney's fees pursuant to sections 627.428 or 627.756, Florida Statutes and related costs), expenses and costs for architects, ENGINEERs, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the Contract, for lost use of the Project, plus (iii) reprocurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.

5. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the work to be performed under the Contract.

6. **NO THIRD PARTY BENEFICIARIES.** The Surety provides this performance bond for the sole and exclusive benefit of the OWNER and OWNER's heirs, administrators, executors, successors and assigns. No other party, person or entity has any rights against the Surety.

7. **METHOD OF NOTICE.** All notices to the Surety, the Principal or the OWNER must be given by Certified Mail, Return Receipt Requested, to the address set fourth for each party below:

SURETY:

Name: _____
Attention: _____
Street: _____
City, State: _____
Zip: _____

PRINCIPAL:

Name: _____
Attention: _____
Street: _____
City, State: _____
Zip: _____

OWNER:
The City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8800

with a copy to:
Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

EXHIBIT B

Contractor's Proposal # 11-858 and 11-859
Dated August 1, 2023

Beemats LLC
3637 State Road 44
New Smyrna Beach, FL 32168

Proposal

Estimate #	11-858

Date
8/1/2023

City of Cocoa
65 Stone Street
Cocoa, FL 32922

Project

Quantity	Description	Rate	Total
	N Fiske SW Pond		
43,000	- Sq. Ft. - Floating Wetland System INSTALLED @	10.00	430,000.00
	Includes: Closed Cell Foam Mats •Delivery •Anchoring •Plants •Reusable Polypropylene Aerator Pots for Plants •Permalon Strip for Anchoring Support •Stainless Steel Grommets at Anchor Points •Installation •Maintenance for the first year, following installation (every four months) •Lab analysis documenting nutrient removal •Annual Report		

Subtotal	$430,000.00
Sales Tax (6.5%)	$0.00
Total	$430,000.00

Phone #
3864288578

E-mail
Beemats@gmail.com

Beemats LLC
3637 State Road 44
New Smyrna Beach, FL 32168

Proposal

Estimate #	11-859

Date
8/1/2023

City of Cocoa
65 Stone Street
Cocoa, FL 32922

Project

Quantity	Description	Rate	Total
	Bracco SW Pond B		
33,800	- Sq. Ft. - Floating Wetland System INSTALLED @	10.00	338,000.00
	Includes: Closed Cell Foam Mats •Delivery •Anchoring •Plants •Reusable Polypropylene Aerator Pots for Plants •Permalon Strip for Anchoring Support •Stainless Steel Grommets at Anchor Points •Installation •Maintenance for the first year, following installation (every four months) •Lab analysis documenting nutrient removal •Annual Report		

Subtotal	$338,000.00
Sales Tax (6.5%)	$0.00
Total	$338,000.00

Phone #
3864288578

E-mail
Beemats@gmail.com

EXHIBIT C

Stormwater Pond Area Maps


North Fiske Stormwater Ponds
East Coast Irrigation & Landscape
Boulevard Tire Center
Circle Dr
Circle Dr
515
East Coast Fence & Guardrail, Inc
Dump Squad Du
Southern Oak Construction Services
N Indian Cir
Lash-ology & Spa Cocoa
N Cocoa Blvd
Cocoa Quality Tire
thers Fence
Google Earth
Image Landsat / Copernicus
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
800 ft
N


Crestview Villa Apartments
Bristol Dr
Thomas Ave
Prospect Ave
Avon Pl
W Highland Dr
Bracco Pond Park
The A/C
Extra Sp
EXHIBIT F
Bracco Stormwater
Pond B
Google Earth
Image Landsat / Copernicus
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
600 ft
N

EXHIBIT D

Florida State Department of Environmental Protection

Grant Agreement # MN038

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Cocoa Stormwater Improvement Projects**

Agreement Number: **MN038**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Cocoa**

Entity Type: **Local Government**

Grantee Address: **65 Stone St., Cocoa, FL 32922**

FEID: **F59-6000292** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **December 31, 2026**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **City of Cocoa**

Project Description: **All projects in this work plan will help Brevard County reduce nutrient loadings to the Indian River Lagoon (IRL) that will ultimately help meet the TMDL requirements for the IRL.**

5. Total Amount of Funding: **$ 888,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**TMDL, GAA Section 152, FY21-22, GR**	$ **888,000.00**
☐ State ☐ Federal	**(or) TMDL, GAA Section 152, FY22-23, GR**	$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **888,000.00**

6. Department's Grant Manager
Name: **Moira R. Homann** or successor
Address: **Florida Dept. of Environmental Protection**
2600 Blair Stone Road
Tallahassee, FL 32399
Phone: **850-245-2460**
Email: **Moira.Homann@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Connor Williams** or successor
Address: **65 Stone St.**
Cocoa, FL 32922
Phone: **(321) 433-8684**
Email: **cwilliams@cocoafl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	**SLFRP012**
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	**$888,000**
Federal Awarding Agency:	**Department of Treasury**
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Cocoa — **GRANTEE**

By _____ 7/25/2023
(Authorized Signature) — Date Signed

Stockton Whitten, City Manager
Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ 8/7/2023
Secretary or Designee — Date Signed

Deputy Secretary, Adam Blalock
Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. MN038

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Cocoa Stormwater Improvement Projects. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: City of Cocoa Stormwater Improvement Projects

PROJECT LOCATION: The Project will be located in the City of Cocoa within Brevard County.

PROJECT BACKGROUND: In 2021, DEP updated the Basin Management Action Plans (BMAPs) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon, Central Indian River Lagoon, and the Banana River, requiring nutrient load reductions of nitrogen and phosphorus. On January 19, 2023, Governor Ron Desantis announced nearly $20 million to support water quality improvement projects along the Indian River Lagoon (IRL). The projects will help collect stormwater runoff and treat it to reduce the amount of pollutants and nutrients that enter the IRL.

PROJECT DESCRIPTION: All projects in this work plan will help Brevard County reduce nutrient loadings to the Indian River Lagoon (IRL) that will ultimately help meet the TMDL requirements for the IRL.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project for Task 1, so this Agreement will cover a portion of the work.

The Grantee anticipates that the funding under this Agreement will result in a fully completed project for Task 2, so this Agreement will cover the entirety of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

TASK 1

TASK TITLE: Design of US 1 and Forrest Ave. Stormwater Facility

TASK LOCATION: Drainage basin off US 1 near Forrest Ave. located within the City of Cocoa in Brevard County (28°22'9"N, 80°44'4"W).

TASK BACKGROUND: In February 2013, the Florida Department of Environmental Protection adopted a Basin Management Action Plan (BMAP) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon (IRL) requiring nutrient load reductions of nitrogen and phosphorus. This planned water quality project will assist the City in striving to meet the pollutant removal allocation required by the BMAP. This project is designed to provide removal efficiencies that help meet TMDL requirements for the IRL and will provide a net water quality benefit to the IRL.

TASK DESCRIPTION: This scope is for the design of the US 1 and Forrest Ave. Stormwater Facility Project. The project is related to the City of Cocoa's plan to use a dry pond in a vacant lot on the intersection of Forrest Ave. and U.S. 1. The drainage basin for this site is 16.39 acres of mixed-use land that is modeled to generate 219 lbs/yr of TN and 43 lbs/yr of TP. The City also has concerns with infiltrating waters near the site causing damage to roadways. This project includes the installation of a Bioactivated Media (BAM) underdrain filtration system to improve the quality of runoff from its adjacent drainage basin off US 1 near Forrest Ave. as well as reduce infiltration in the immediate area.

Task 1a: Design and Permitting

Deliverables: The Grantee will complete the design of the dry retention pond and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a copy of the design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

TASK 1 BUDGET TABLE

Task	Task Title	Grant Amount	Task Start Date	Task End Date
1b	Design and Permitting	$120,000	10/12/2023	07/08/2024
Total		$120,000		

TASK 2

TASK TITLE: North Fiske Stormwater Pond Floating Wetlands

TASK LOCATION: **S**tormwater ponds located off Michigan Ave. and north of Fiske Blvd. within the City of Cocoa in Brevard County (28°22'57"N, 80°43'37"W).

TASK BACKGROUND: In February 2013, the Florida Department of Environmental Protection adopted a Basin Management Action Plan (BMAP) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon (IRL) requiring nutrient load reductions of nitrogen and phosphorus. This planned water quality project will assist the City in striving to meet the pollutant removal allocation required by the BMAP. This project is designed to provide removal efficiencies that help meet TMDL requirements for the IRL and will provide a net water quality benefit to the IRL.

TASK DESCRIPTION:. This project will include the installation of 76,800 SF of floating wetland systems at the stormwater ponds located off Michigan Ave. and north of Fiske Blvd., Bracco Pond Stormwater Facility and at other locations. The wetland systems include mats fabricated into islands with aerator pots and plants installed and anchored. These stormwater ponds treat approximately 955 acres of various land use types, and the estimated nutrient load reduction for this project is 4,100 lbs/yr of TN and 660 lbs/yr of TP.

Task 2a: Construction

Deliverables: 76,800 square feet of floating treatment wetlands constructed as described in this task.

Documentation: The Grantee will submit: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) signed acceptance of the completed work by the Grantee; and, 3) signed statement from an Environmental Scientist indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

TASK 2 BUDGET TABLE

Task	Task Title	Grant Amount	Task Start Date	Task End Date
2a	Construction of Floating Wetlands	$768,000	10/01/2023	03/31/2024

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	City of Cocoa Stormwater Improvement Projects	Contractual Services	$120,000	10/12/2023	07/08/2024
2	North Fiske Stormwater Pond Floating Wetlands	Contractual Services	$768,000	10/01/2023	03/31/2024
		Total:	$888,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of 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 in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	$888,000	085182
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$888,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year): _____ Projected ☐ or Actual ☐

Project Location details:

Overall Project Completion (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

	09/11/23
Signature of Grantee's Grant Manager (***Original Ink or Digital Timestamp***)	Date

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. 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 Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

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

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year): _____ Projected ☐ or Actual ☐

Project Location details:

Overall Project Completion (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager
(***Original Ink or Digital Timestamp***)

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___Agreement No.___ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ N/A**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid

SAMPLE

waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

   The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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SAMPLE

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

SAMPLE

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

EXHIBIT E

FEDERALLY REQUIRED CONTRACT CLAUSES
FOR FEMA GRANTEES AND SUBGRANTEES

1. ***Equal Employment Opportunity***

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

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

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

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

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

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**
~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and

agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are *not used* as a substantial or essential component of any system; *and*

b. Are *not used* as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, BEEMATS LLC, 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.

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***– Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the~~

~~performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

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

Authorized Signature

9/11/2023
Date

Steve Beeman
Name of Respondent

President
Title

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Cocoa Stormwater Improvement Projects**

Agreement Number: **MN038**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Cocoa**

Entity Type: **Local Government**

Grantee Address: **65 Stone St., Cocoa, FL 32922**

FEID: **F59-6000292** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **December 31, 2026**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **City of Cocoa**

Project Description: **All projects in this work plan will help Brevard County reduce nutrient loadings to the Indian River Lagoon (IRL) that will ultimately help meet the TMDL requirements for the IRL.**

5. Total Amount of Funding: **$ 888,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**TMDL, GAA Section 152, FY21-22, GR**	$ **888,000.00**
☐ State ☐ Federal	**(or) TMDL, GAA Section 152, FY22-23, GR**	$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **888,000.00**

6. Department's Grant Manager
Name: **Moira R. Homann** or successor
Address: **Florida Dept. of Environmental Protection**
2600 Blair Stone Road
Tallahassee, FL 32399
Phone: **850-245-2460**
Email: **Moira.Homann@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Connor Williams** or successor
Address: **65 Stone St.**
Cocoa, FL 32922
Phone: **(321) 433-8684**
Email: **cwilliams@cocoafl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	**SLFRP012**
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	**$888,000**
Federal Awarding Agency:	**Department of Treasury**
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Cocoa — **GRANTEE**

By _____ 7/25/2023
(Authorized Signature) — Date Signed

Stockton Whitten, City Manager
Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ 8/7/2023
Secretary or Designee — Date Signed

Deputy Secretary, Adam Blalock
Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. MN038

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Cocoa Stormwater Improvement Projects. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: City of Cocoa Stormwater Improvement Projects

PROJECT LOCATION: The Project will be located in the City of Cocoa within Brevard County.

PROJECT BACKGROUND: In 2021, DEP updated the Basin Management Action Plans (BMAPs) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon, Central Indian River Lagoon, and the Banana River, requiring nutrient load reductions of nitrogen and phosphorus. On January 19, 2023, Governor Ron Desantis announced nearly $20 million to support water quality improvement projects along the Indian River Lagoon (IRL). The projects will help collect stormwater runoff and treat it to reduce the amount of pollutants and nutrients that enter the IRL.

PROJECT DESCRIPTION: All projects in this work plan will help Brevard County reduce nutrient loadings to the Indian River Lagoon (IRL) that will ultimately help meet the TMDL requirements for the IRL.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project for Task 1, so this Agreement will cover a portion of the work.

The Grantee anticipates that the funding under this Agreement will result in a fully completed project for Task 2, so this Agreement will cover the entirety of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

TASK 1

TASK TITLE: Design of US 1 and Forrest Ave. Stormwater Facility

TASK LOCATION: Drainage basin off US 1 near Forrest Ave. located within the City of Cocoa in Brevard County (28°22'9"N, 80°44'4"W).

TASK BACKGROUND: In February 2013, the Florida Department of Environmental Protection adopted a Basin Management Action Plan (BMAP) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon (IRL) requiring nutrient load reductions of nitrogen and phosphorus. This planned water quality project will assist the City in striving to meet the pollutant removal allocation required by the BMAP. This project is designed to provide removal efficiencies that help meet TMDL requirements for the IRL and will provide a net water quality benefit to the IRL.

TASK DESCRIPTION: This scope is for the design of the US 1 and Forrest Ave. Stormwater Facility Project. The project is related to the City of Cocoa's plan to use a dry pond in a vacant lot on the intersection of Forrest Ave. and U.S. 1. The drainage basin for this site is 16.39 acres of mixed-use land that is modeled to generate 219 lbs/yr of TN and 43 lbs/yr of TP. The City also has concerns with infiltrating waters near the site causing damage to roadways. This project includes the installation of a Bioactivated Media (BAM) underdrain filtration system to improve the quality of runoff from its adjacent drainage basin off US 1 near Forrest Ave. as well as reduce infiltration in the immediate area.

Task 1a: Design and Permitting

Deliverables: The Grantee will complete the design of the dry retention pond and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a copy of the design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

TASK 1 BUDGET TABLE

Task	Task Title	Grant Amount	Task Start Date	Task End Date
1b	Design and Permitting	$120,000	10/12/2023	07/08/2024
Total		$120,000		

TASK 2

TASK TITLE: North Fiske Stormwater Pond Floating Wetlands

TASK LOCATION: **S**tormwater ponds located off Michigan Ave. and north of Fiske Blvd. within the City of Cocoa in Brevard County (28°22'57"N, 80°43'37"W).

TASK BACKGROUND: In February 2013, the Florida Department of Environmental Protection adopted a Basin Management Action Plan (BMAP) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon (IRL) requiring nutrient load reductions of nitrogen and phosphorus. This planned water quality project will assist the City in striving to meet the pollutant removal allocation required by the BMAP. This project is designed to provide removal efficiencies that help meet TMDL requirements for the IRL and will provide a net water quality benefit to the IRL.

TASK DESCRIPTION:. This project will include the installation of 76,800 SF of floating wetland systems at the stormwater ponds located off Michigan Ave. and north of Fiske Blvd., Bracco Pond Stormwater Facility and at other locations. The wetland systems include mats fabricated into islands with aerator pots and plants installed and anchored. These stormwater ponds treat approximately 955 acres of various land use types, and the estimated nutrient load reduction for this project is 4,100 lbs/yr of TN and 660 lbs/yr of TP.

Task 2a: Construction

Deliverables: 76,800 square feet of floating treatment wetlands constructed as described in this task.

Documentation: The Grantee will submit: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) signed acceptance of the completed work by the Grantee; and, 3) signed statement from an Environmental Scientist indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

TASK 2 BUDGET TABLE

Task	Task Title	Grant Amount	Task Start Date	Task End Date
2a	Construction of Floating Wetlands	$768,000	10/01/2023	03/31/2024

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	City of Cocoa Stormwater Improvement Projects	Contractual Services	$120,000	10/12/2023	07/08/2024
2	North Fiske Stormwater Pond Floating Wetlands	Contractual Services	$768,000	10/01/2023	03/31/2024
		Total:	$888,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of 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 in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	$888,000	085182
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$888,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year): _____ Projected ☐ or Actual ☐

Project Location details:

Overall Project Completion (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

	09/11/23
Signature of Grantee's Grant Manager (***Original Ink or Digital Timestamp***)	Date

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. 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 Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

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

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year): _____ Projected ☐ or Actual ☐

Project Location details:

Overall Project Completion (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager
(***Original Ink or Digital Timestamp***)

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___Agreement No.___ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ N/A**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid

SAMPLE

waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

   The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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SAMPLE

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

SAMPLE

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ORIGINAL

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-11-COC)

This Agreement made and entered into on the ____ day of _____, **2021** by and between **BEEMATS LLC** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **3637 State Road 44, New Smyrna Beach, FL 32168**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the implementation of Floating treatment wetlands (FTWs) to increase water quality of ponds and lakes within the surrounding areas of the City's limits. FTWs will target excess nutrients in water which is the main contributor to aquatic weed growth in ponds. Installation of FTWs at the North and South Lakemont Ponds are required to decrease the introduction of Total Nitrogen and Phosphorus to the Indian River Lagoon in effort to increase the biodiversity by providing additional wildlife refuges.

2. **SCOPE OF SERVICES**

2.1. General

2.1.1. Floating Wetland System Installation

A. Floating Wetland System Installation
   1. Construct fabricated mats with plants for a total of 3,825 square feet of floating wetland system.
   2. Deliver, plant and install mats with anchors.

B. Maintenance
   3. Retrieve and biomass harvest floating wetlands.
   4. Repair and re-anchor the floating wetlands island.
   5. Provide a lab analysis and report.
      a) All samples submitted are to be analyzed with the following methods:
         1. EPA 9056A Determination of Inorganic Anions by Ion Chromatography
         2. EPA 365.4 Phosphorus, Total
         3. EPA 351.2 Determination of Total Kjeldahl Nitrogen by Semi-automated Colorimetry
         4. Method SM 2540G Total, Fixed, and Volatile Solids in Solid and Semisolid Samples

b) The final report should reflect "wet-weight" which simply implies a percent solids calculation was not incorporated into the final value, but the dried material was used.

2.1.2. Locations

North and South Lakemont Stormwater Ponds Floating Wetlands Installation
See Appendix A & B: Area Map

Stormwater Pond	Description
North Horseshoe	2.11-acre pond between N Fiske Blvd. and North Lakemont Drive (Map Number 1)
South Horseshoe	Two side-by-side ponds totaling 3.06 acres on both sides of South Lakemont Drive (Map Number 2 & 3)

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by Public Works Stormwater Division, dated October 19, 2020 ; Bid Documents (ITB# B-21-11-COC) issued by the City, dated November 30, 2020; Contractor's Bid Submittal, dated January 19, 2021 General Conditions, if any; Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature, locality and site of installation and services under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

a. Change Orders

b. Agreement, Exhibits and Addenda

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Issued Bid Documents

f. Contractor's Bid Proposal

g. [OTHER] N/A

Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** – Whenever materials are specified or described in the scope of work or any exhibits by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the materials being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

All provisions regarding Contract Time are essential to the performance of this Contract.

a. The CONTRACTOR will be required to commence work under this contract within **10 calendar days** after the date of receipt of the Notice to Proceed or Purchase Order. The work shall be substantially completing within _____ calendar days after receipt of the Notification to Proceed or Purchase Order. The work shall be finally completed and ready for Final Payment, within _____ calendar days after the actual date of Substantial Completion. The date of Substantial Completion of the work is the date certified in writing by the OWNER when (1) removal and installation of required filters is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the equipment or space for its intended purpose, as expressed by the contract documents, and (2) any additional project specific requirements or milestones for "Substantial Completion" identified in the general or special conditions or work plans have been satisfied.
b. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.
c. If applicable to the particular work required by this agreement, Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of any delays to the project timeline. OWNER will not consider any Contract Time extensions to this project

unless coordinated with the designed OWNER Project Manager. Contract Extensions must be coordinated no later than 30 days from anticipated delays and only approved by the OWNER Project Manager, unless cause for delay is determined uncontrollable in nature.

d. In the event that work requires phased removal / installation, then multiple points of Substantial Completion may be established in the Supplemental Conditions as it may or may not apply.

7. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the services and analytical testing of drinking water and waste waters in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Fifty Three Thousand Five Hundred Fifty Dollars ($53,550.00)** CONTRACTOR agrees to accept the Contract Price as full compensation for the agreed upon services, terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) Required services specified within the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Utility Laboratory.

(3) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

8. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and

privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

9. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their

equipment, or facilities; court injunction or order; federal and/or state law or regulation; 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.

10. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, 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 be fully enforceable

11. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

12. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Laboratory Representative or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

13. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all tests. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

14. **ASSIGNMENT** - CONTRACTOR 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 the OWNER.

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

b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.

c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

15. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

16. **PROHIBITION AGAINST CONTINGENT FEES** - 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 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

17. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

18. **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.

19. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

20. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR 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 signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

21. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the

CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. 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.

c. The CONTRACTOR 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 $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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.

d. 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 OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 10 days prior to any expiration date. There shall also be a 10-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

22. **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.

23. **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.

24. **ATTORNEY'S FEES** - 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.

25. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

26. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

27. **DOCUMENTS** - **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.

28. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER 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.

29. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

30. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

31. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. 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. 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.

32. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

BEEMATS LLC
Attn: Steve Beeman / President
3637 State Road 44
New Smyrna Beach, FL 32168
P: 386-428-8578
E: beemats@gmail.com

For OWNER:

City of Cocoa
Attn: City Manager and Public Works Director
65 Stone Street
Cocoa, FL 32922

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

33. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

34. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

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

35. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

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

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

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to

such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, BEEMATS LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Steve Beeman / President
Name and Title of Contractor's Authorized Official

2/10/2021
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *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.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-11-COC)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

BEEMATS LLC

By: _____
Print name/title: Steve Beeman / President

Date: 2/10/2021

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 10 day of FEBRUARY, 2021, by STEVE BEEMAN, the PRESIDENT of BEEMATS LLC, who is personally known to me or who produced _____ as identification and who did take an oath.

Roxanne Marie Snyder
(Notary Public Signature)
ROXANNE MARIE SNYDER
(Print Name)
Notary Public, State of
Commission No.:
My Commission Expires:

Notary Public State of Florida
Roxanne Marie Snyder
My Commission GG 282198
Expires 02/10/2023

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

CITY OF COCOA
1ST AMENDMENT TO SERVICE AGREEMENT
CONTRACT B-21-11-COC
FLOATING WETLANDS WATER QUALITY PROJECT

This FIRST Amendment to the agreement is between the City of Cocoa, a Florida municipal Corporation ("City") and Beemats LLC a for profit corporation ("Contractor").

WHEREAS, the City and the Contractor entered into an agreement for installation, maintenance and laboratory analysis of Floating Treatment Wetlands, dated February 23, 2021.

WHEREAS, the parties mutually agree to amend the agreement to include the maintenance of additional locations previously installed.

WHEREAS, the parties agree that the maintenance of all specified locations are to be extended as specified in herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 2.1.2 Locations is amended to include Pineda Street Stormwater Pond which contains a 1,024 square foot floating wetland and North Fiske Stormwater Pond which contains a 5,000 square foot floating wetland. Area Maps are included as Appendices C and D.

Section 7. Contract Price, Unit Price Contract is amended to include the maintenance of newly added locations in section 2.1.2 and to extend the term of the maintenance and analysis though September 30, 2031.

Exhibit A Schedule of Prices is updated to detail the newly agreed to annual maintenance and analysis costs.

All other terms, conditions, provisions, and scope of services remain unchanged.

By signing below, each party indicates its approval of this Amendment which will be effective as of the date of the final signature.

BEEMATS, LLC	CITY OF COCOA
By: Steve Beeman	By: Michael Blake
(Print Name)	(Print Name)
President	Mayor
(Title)	(Title)
Signature / Date 2/22/2023	Signature / Date 3/30/2023

Attest: Carrie Shealy
Carrie Shealy, City Clerk

CC: Abigail Morgan, Assistant City Engineer / Stormwater Manager
Brian Dale, Purchasing / Contracts Division Manager

Exhibit A
Schedule of Prices
City of Cocoa Stormwater Ponds Floating Wetlands Projects

				Maintenance FY 2023				
Stormwater Pond	**Task/Deliverable**	**Unit Price**	**Square Footage**	**-**	**APR 2023**	**AUG 2023**	**Annual Report**	**Total**
North and South Lakemont Stormwater	Harvesting and Analysis/Lab Report	$4.00	3,825		$5,000.00	$5,000.00	$300.00	$10,300.00
Pineda Street Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	1,024		$1,365.00	$1,366.00	$0.00	$2,731.00
North Fiske Stormwater Pond	Harvesting and Analysis/Lab Report	$2.00	5,000		$0.00	$0.00	$0.00	$0.00
Total								**$13,031.00**

				Maintenance FY 2024				
Stormwater Pond	**Task/Deliverable**	**Unit Price**	**Square Footage**	**DEC 2023**	**APR 2024**	**AUG 2024**	**Annual Report**	**Total**
North and South Lakemont Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	3,825	$5,000	$5,000	$5,000	$300	$15,300
Pineda Street Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	1,024	$1,365	$1,365	$1,366	$0	$4,096
North Fiske Stormwater Pond	Harvesting and Analysis/Lab Report	$2.00	5,000	$0	$3,333	$3,334	$0	$6,667
Total								**$26,063**

				Maintenance FYs 2025-2031				
Stormwater Pond	**Task/Deliverable**	**Unit Price**	**Square Footage**	**DEC 2024**	**APR**	**AUG 2031**	**Annual Report**	**Total**
North and South Lakemont Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	3,825	$5,000	$5,000	$5,000	$300	$15,300
Pineda Street Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	1,024	$1,365	$1,365	$1,366	$0	$4,096
North Fiske Stormwater Pond	Harvesting and Analysis/Lab Report	$2.00	5,000	$3,333	$3,333	$3,334	$0	$10,000
Total								**$29,396**

The City of Cocoa's fiscal year runs from October 1 through September 30. For Fiscal Year 2023 this change order is effective as of the date of this agreement and impact payments beginning April 1 2023.

Appendix A


Carson St
1
N Lakemont Dr
Northview Dr
N Lakemont Dr
N Fiske Blvd
Hilsdale Dr
Pineda St
Audubon Ct
Google Earth
© 2020 Google
600 ft
N


2
3
Audubon Dr
S Lakemont Dr
N Fiske Blvd
Kensington Dr
Pineda St
Burnham St
Abington St
Google Earth
© 2020 Google
600 ft
N

Appendix B

Gmail

Steve Beeman <beemats@gmail.com>

Amendment 1 to Contract B-21-11-COC

Abigail Morgan <amorgan@cocoafl.gov> Wed, Feb 22, 2023 at 10:57 AM
To: Brian Dale <bdale@cocoafl.gov>
Cc: "beemats@gmail.com" <beemats@gmail.com>, Purchasing <Purchasing@cocoafl.org>, JoAnna Zurinsky <jzurinsky@cocoafl.gov>

Good morning Brian,

Attached please find the maps for the Pineda and N Fiske SW Ponds to include in the appendices.

Thank you.

Abby

Abigail Morgan, P.E.
Assistant City Engineer/Streets & Stormwater Manager

City of Cocoa

[Quoted text hidden]
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2 attachments

Pineda SW Pond w label.pdf
10302K

N Fiske SW Pond w label.pdf
17286K


rks Brothers Fence
Pineda St
Pineda St
4
ke Way
Duke Way
JRZ Inspection Services
oogle Earth


East Coast Irrigation & Landscape
Boulevard Tire Center
Bail 2 GO Cocoa - Brevard County Bail
5
Lash-ology & Spa Cocoa
N Cocoa Blvd
Cocoa Quality Tire
Marks Brothers Fence
Chaparral Mexican And Cu
Google Earth

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

CITY OF COCOA
2nd AMENDMENT TO SERVICE AGREEMENT
CONTRACT B-21-11-COC
FLOATING WETLANDS WATER QUALITY PROJECT

This SECOND Amendment to the agreement is between the City of Cocoa, a Florida municipal Corporation ("City") and Beemats LLC a for profit corporation ("Contractor").

WHEREAS, the City and the Contractor entered into an agreement for installation, maintenance and laboratory analysis of Floating Treatment Wetlands, dated February 23, 2021.

WHEREAS, the parties mutually agree to amend the agreement to include the maintenance of additional locations previously installed.

WHEREAS, the parties agree that the maintenance of all specified locations are to be extended as specified in herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

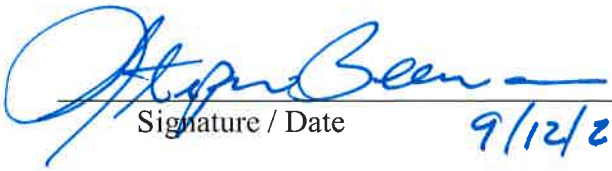
Section 2.1.2 Locations is amended to include North Fiske SW Pond containing a 43,000 square foot floating wetland and Bracco SW Pond B which contains a 33,800 square foot floating wetland. Area Maps are included as Appendices E and F.

Section 7. Contract Price, Unit Price Contract is amended to include the maintenance of newly added locations in section 2.1.2 and to include maintenance and analysis though September 30, 2031.

Exhibit A Schedule of Prices is updated to detail the newly agreed to annual maintenance and analysis costs.

All other terms, conditions, provisions, and scope of services remain unchanged.

By signing below, each party indicates its approval of this Amendment which will be effective as of the date of the final signature.

BEEMATS, LLC	CITY OF COCOA
By: Steve Beeman	**By:** Stockton Whitten
(Print Name)	(Print Name)
President	City Manager
(Title)	(Title)
	
Signature / Date 9/12/2023	Signature / Date

Attest: _____
Carrie Shealy, City Clerk

CC: Abigail Morgan, Assistant City Engineer / Stormwater Manager
Brian Dale, Purchasing / Contracts Division Manager

Exhibit A
Schedule of Prices
City of Cocoa Stormwater Ponds Floating Wetlands Projects

				Maintenance FY 2023				
Stormwater Pond	**Task/Deliverable**	**Unit Price**	**Square Footage**	**DEC**	**APR 2023**	**AUG 2023**	**Annual Report**	**Total**
North and South Lakemont Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	3,825	N/A	$5,000	$5,000	$300	$10,300
Pineda Street Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	1,024	N/A	$1,365	$1,366	$0	$2,731
Total								**$13,031**

				Maintenance FY 2024				
Stormwater Pond	**Task/Deliverable**	**Unit Price**	**Square Footage**	**DEC 2023**	**APR 2024**	**AUG 2024**	**Annual Report**	**Total**
North and South Lakemont Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	3,825	$5,000	$5,000	$5,000	$300	$15,300
Pineda Street Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	1,024	$1,365	$1,365	$1,366	$0	$4,096
North Fiske Stormwater Pond	Harvesting and Analysis/Lab Report	$2.00	5,000	$0	$3,333	$3,334	$0	$6,667
Total								**$26,063**

				Maintenance FYs 2025-2031				
Stormwater Pond	**Task/Deliverable**	**Unit Price**	**Square Footage**	**DEC 2024**	**APR**	**AUG 2031**	**Annual Report**	**Total**
North and South Lakemont Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	3,825	$5,000	$5,000	$5,000	$300	$15,300
Pineda Street Stormwater Pond	Harvesting and Analysis/Lab Report	$4.00	1,024	$1,365	$1,365	$1,366	$300	$4,396
North Fiske Stormwater Pond	Harvesting and Analysis/Lab Report	$2.00	5,000	$3,333	$3,333	$3,334	$0	$10,000
N Fiske SW Pond	Harvesting and Analysis/Lab Report	$2.00	43,000	$28,666	$28,666	$28,668	$0	$86,000
Bracco SW Pond B	Harvesting and Analysis/Lab Report	$2.00	33,800	$22,533	$22,533	$22,534	$0	$67,600
Total								**$183,296**

The City of Cocoa's fiscal year runs from October 1 through September 30. Newly added N. Fiske SW Pond and Bracco SW Pond B estimated maintenance beginning in FY25, however actual maintenance may vary depending on construction completion.

MAINTENANCE AGREEMENT
City of Cocoa and BEEMATS LLC

North Fiske SW Pond

43,000 Sq. Ft. –Floating Wetland Maintenance per Year @ $2.00 = $86,000.00
Includes: Harvest Biomass by trimming roots and shoots: Three Harvests/year Every 4 months. Lab analysis and reports for each harvest.

NOTES:
1. Each harvest will be billed @ $0.67 per sq. ft.
2. Beginning October 2024

CITY OF COCOA

BEEMATS LLC

DATE

9/11/2023
DATE

3637 State Road 44 New Smyrna Beach, FL 32168 www.beemats.com
Phone: 386-428-8578 Fax: 386-428-8879 beemats@gmail.com

MAINTENANCE AGREEMENT
City of Cocoa and BEEMATS LLC

Bracco SW Pond

33,800 Sq. Ft. –Floating Wetland Maintenance per Year @ $2.00 = $67,600.00
Includes: Harvest Biomass by trimming roots and shoots: Three Harvests/year Every 4 months. Lab analysis and reports for each harvest.

NOTES:
1. Each harvest will be billed @ $0.67 per sq. ft.
2. Beginning October 2024

CITY OF COCOA

BEEMATS LLC

DATE

9/11/2023
DATE

3637 State Road 44
Phone: 386-428-8578

New Smyrna Beach, FL 32168
Fax: 386-428-8879

www.beemats.com
beemats@gmail.com


EXHIBIT E
North Fiske Stormwater Ponds
East Coast Irrigation & Landscape
Boulevard Tire Center
Circle Dr
Circle Dr
515
East Coast Fence & Guardrail, Inc
Dump Squad Du
Southern Oak Construction Services
N Indian Cir
Lash-ology & Spa Cocoa
N Cocoa Blvd
Cocoa Quality Tire
thers Fence
Google Earth
Image Landsat / Copernicus
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
N
800 ft


Crestview Villa Apartments
Bristol Dr
Thomas Ave
Prospect Ave
Avon Pl
W Highland Dr
Bracco Pond Park
The A/C
Extra Sp
EXHIBIT F
Bracco Stormwater
Pond B
Google Earth
Image Landsat / Copernicus
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
600 ft
N

RESOLUTION NO. 2023-031

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 Special Meeting assembled on the 30th day of March, 2023.

Michael C. Blake

Michael C. Blake, Mayor

ATTEST:

City of Cocoa CORPORATE SEAL FLORIDA

Carie Shealy

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2023-031

Beemats floating wetland system is patented (U.S. Patent No. 7,448,163 B2), and is the sole source for this system. Beemats incorporate aquatic plants, grown in perforated pots that encourage hydroponic root growth and the establishment of a periphyton community to aid in nutrient uptake and acquisition. Their system was developed based on the philosophy that certain plants, suspended in the water, will absorb and store excess nitrogen and phosphorus in competition with algae, duckweed, hydrilla and other nuisance plants. The periodic harvest of the plant biomass is a key component of active nutrient control, providing pollutant removal accountability.

The City of Cocoa has federally mandated Indian River Lagoon (IRL) water quality requirements. Past CIP projects using Beemats as a Best Management Practice to address nutrients from entering the IRL have proven to provide the most unmatched cost beneficial nutrient removal results to meet our federal requirements. If exemption is not declared, the city will be in jeopardy of not fulfilling the federal Total Maximum Daily Load requirements for nutrients removal to the IRL.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

Stockton Whitten
City Manager

RESOLUTION NO. 2023-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; 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 2022-2023 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, City Council Meeting assembled on the 26th day of September, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-123-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 09/13/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 28,800)	423-3570-538.39-00		Contingency	$ 308,049	$ 304,885	$ 276,085	$ 304,885
$ 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
($ 28,800)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 28,800	423-3570-538.63-00	SW20FW	Infrastructure	$ 270,000	$ 631,358	$ 660,158	$ 286,245
$ 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
$ 28,800	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Funds to cover the Performance Bond costs for the Beemats contract for $768,000 to install floating wetlands. Agenda 23-529

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 09/26/2023 RESOLUTION #: 2023-105

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.

Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.09.13 12:27:52 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.09.15 08:53:43 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.09.13 12:28:28 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.09.15 11:15:36 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 2/9/22 - IT

Legislation Details (With Text)

File #:	23-561	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	9/12/2023		**In control:**	City Council	
On agenda:	9/26/2023		**Final action:**		
Title:	Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2023 through September 30, 2024 with an estimated premium of $1,709,340 pending approval of the FY2024 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution for Comp Bid.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2023
Agenda Date: September 26, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2023 through September 30, 2024 with an estimated premium of $1,709,340 pending approval of the FY2024 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to execute the agreement.

BACKGROUND:

The City has been insured with Florida League of Cities' Florida Municipal Insurance Trust since October 1, 2001. The current policy covering general liability, automobile, and property coverage expires September 30, 2023. The Florida League of Cities has submitted a one-year renewal proposal, making the total renewal premium $1,709,340. This proposal represents an overall increase of $370,358 (28%) based on the FY2023 premium of $1,338,979. The only coverage change with this renewal is the property insurance line, which is changing from a Specified Value to a Blanket and Agreed Value.

Under the Finance Operations Manual, Section 12.2 Purchasing Procedures, the City Council may determine exceptions to competitive sealed bidding, under particular circumstances, if such exception is deemed in the best interests of the City and authorized by law. City Staff recommends to waive competitive bidding for this purchase so the City can remain a member of the FMIT for an additional year. The additional services and offers of coverage and services received from FMIT are

not offered by other carriers as more fully explained below, premiums are competitive, and past claims service with the FMIT has been excellent. In sum, City staff does not believe it is in the City's best interest to leave FMIT.

At the regular City Council Meeting on September 10, 2014, as part of the General Insurance Program renewal for Fiscal Year 2015, the staff report outlined key differences of the FMIT policy compared to a competitor. Unlike many other insurance coverage, defense/legal costs are not deducted from coverage limits or charged to the member as part of the deductible. As a tool to manage liability and exposure to the City, this is a vital covered item and protected the City from extensive legal expenses over the years. The City has worked with FMIT through our City Attorney's office to defend several important and costly trials where the City has prevailed at trial. In addition, the FMIT policy also provides additional coverage amounts for public officials' liability and property rights claims including extra-contractual coverage for EEOC claims and public official ethics defense. Additionally, FMIT members automatically participate in the *SynergyNDS* Program which is a proprietary program that provides the City with crucial disaster preparedness, response and recovery services for crisis planning, disaster response and loss recovery. For example, in the event of a natural disaster in which the City suffers extensive property damage, this turnkey recovery program will eliminate the City's upfront out-of-pocket expense associated with an insured property loss, expedite the overall claim and recovery process while allowing members the flexibility to have it done in coordination with the City's requirements, and provide real time reporting and experienced project management at no additional cost to the City.

A summary of the City's FY2024 renewal is:

General Liability 2023 / 2024 Premium - $549,982
The General Liability (GL) premium is based on two factors. (1) The GL experience modification. This modification is calculated just like the City's Workers' Compensation modification by using the 2019/2020, 2020/2021, and 2021/2022 fund year losses. (2) The GL is rated by using projected payrolls from the City for the 2023/2024 year. Using both of these factors, the proposal represents a $39,502 or -7% decrease based on the FY2023 premium of $589,483.

Auto Liability & Physical Damage 2023 / 2024 Premium - $314,835
This proposal represents a $25,764 or 9% increase based on the FY2023 premium of $289,070. The City continues to monitor vehicle accidents and attempts to limit the liability for our City vehicles. This premium also fluctuates based on vehicle replacements.

Property Coverage 2023 / 2024 Premium - $844,523
This coverage includes Real & Personal Property, Windstorm/Hail, Equipment and Inland Marine. This proposal represents a $44,463 or 83% increase based on the FY2023 premium of $460,426. This is a significant increase due to the increase of property asset values and changing the insurance policy type from a Specified Value to a Blanket and Agreed Value. A Specified Value policy typically covers a specific amount that you declare for each property, while a Blanket and Agreed Value policy typically covers multiple properties or assets at an agreed-upon total value.

The total insured value increased with this renewal from approximately $131,000,000 to $157,000,000 in assets insured. It is anticipated that the City's property values will be increased again in future years and Staff is working on a full property appraisal for the upcoming year to validate the values. This major increase is not unique to Cocoa and all property owners and municipalities are suffering from the substantial premium increases.

Overall, the FMIT policy is increasing by 28%. The insurance expenses are split between multiple account lines and those are broken down below in the budgetary impact section. The City has budgeted this item in the proposed Fiscal Year 2024 budget.

STRATEGIC PLAN CONNECTION:

Renewal of the General Insurance Program through Florida League of Cities' Florida Municipal Insurance Trust will provide Financial Stability and will allow the City to control expenses of our General Liability, Automobile Liability, and Property Insurance. Approve a resolution to waive competitive bidding.

BUDGETARY IMPACT:

Budgeted (in Proposed FY24)	Yes
If not budgeted, is amendment/transfer attached?	N/A

There are some smaller ancillary insurance policies within the City Manager's spending authority that do not come to City Council for approval but are in the proposed budget. The total budgetary impact for this insurance renewal is $1,709,340 and is split by Fund/Account below.

Account Name	Insurance	
Amount Requested	General Liability	
Account Number	$340,989	001-1600-513.45-00
	$203,493	421-4010-536.45-00
	$5,500	423-3570-538.45-00

Account Name	Insurance	
Amount Requested	Auto Liability/Physical Damage	
Account Number	$141,676	001-1600-513.45-00
	$163,714	421-4010-536.45-00
	$9,445	423-3570-538.45-00

Account Name	Property Insurance	
Amount Requested		
Account Number	$244,912	001-1600-513.45-00
	$599,611	421-4010-536.45-00

PREVIOUS ACTION:

The City Council at its September 13, 2022 meeting, approved a one-year renewal policy with the Florida League of Cities, Inc., for the period October 1, 2022 through September 30, 2023, pending approval of the FY2023 budget.

RECOMMENDED MOTION:

Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2023 through September 30, 2024 with an estimated premium of $1,709,340 pending approval of the FY2024 budget. Approve a resolution to waive competitive bidding. Authorize the City Manager to Execute the Agreement..

RESOLUTION NO. 2023-107

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 26th day of September, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, Interim City Clerk

EXHIBIT "A"

To Resolution No. 2023-107

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source to Florida Municipal Insurance Trust (FMIT), for the City's property, auto, and liability insurance policy. The additional services and offers of coverage and services received from FMIT are not offered by other carriers as more fully explained below, premiums are competitive, and past claims service with the FMIT has been excellent. In sum, City staff does not believe it is in the City's best interest to leave FMIT.

Unlike many other insurance coverage, defense/legal costs are not deducted from coverage limits or charged to the member as part of the deductible. As a tool to manage liability and exposure to the City, this is a vital covered item and protected the City from extensive legal expenses over the years. The City has worked with FMIT through our City Attorney's office to defend several important and costly trials where the City has prevailed at trial. In addition, the FMIT policy also provides additional coverage amounts for public officials' liability and property rights claims including extra-contractual coverage for EEOC claims and public official ethics defense. Additionally, FMIT members automatically participate in the SynergyNDS Program which is a proprietary program that provides the City with crucial disaster preparedness, response and recovery services for crisis planning, disaster response and loss recovery.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

Legislation Details (With Text)

File #:	23-563	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	9/13/2023		**In control:**	City Council	
On agenda:	9/26/2023		**Final action:**		
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Polyfloc AP1120P from Veolia WTS USA, Inc. of Trevose, PA.;To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Partial_SLA20230514 Service Agreement for Polyfloc AP1120P_Final_Veolia.pdf EXHIBIT B Veolia Proposal - City of Cocoa - Price Agreement - 8-24-23 (004).pdf Veolia Resolution to Waive Competitive Bidding.pdf FY24 Chemical Budget Exb A.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2023
Agenda Date: September 26, 2023
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Polyfloc AP1120P from Veolia WTS USA, Inc. of Trevose, PA.;To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) established 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 increase or decrease chemical budgets based on need. The estimated cost of the polyfloc chemical for FY24 is $49,000 to be purchased from Veolia WTS USA. Due to the changing need for the various chemicals, this estimated budgeted amount for this chemical may change, so staff is requesting approval to issue change orders between the various chemical providers with the total amount not to exceed the total FY24 budgets for chemicals for the Dyal WTP ($6,134,993) unless

they are resubmitted to City Council for approval. For a full accounting of FY24 anticipated chemical usage see EXHIBIT A attached to this agenda item.

Polyfloc AP1120P is a polymer used in the water treatment process. Polymers are mainly used as a way to increase the velocity of settling in clarifiers or increase the size of flocs for mechanical separation. Polymers are also widely used in the sludge dewatering processes to help create large solids allowing for a better solid-liquid separation.

Staff at the Dyal WTP tested several different types of polymers for the use in the treatment process and found Polyfloc AP1120P to be the most effective of those tested, Veolia WTS USA, Inc. of Trevose, PA is the sole source distributor.

Staff is requesting for council to waive competitive bidding requirements by reason of sole source and execute a supply and service agreement with Veolia which will be effective October 1st, 2023 to September 30th, 2024. The City Manager will have the authority to negotiate and execute renewals for additional one (1) year periods.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Upon adoption of FY24 Budget
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$49,000
Account Number	421-4020-536.52-09 -Dyal
Account Name	Chemicals
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Polyfloc AP1120P from Veolia WTS USA, Inc. of Trevose, PA.

To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals.

CITY OF COCOA

SERVICE CONTRACT

SLA20230514
WATER TREATMENT CHEMICALS – POLYFLOC AP1120P
VEOLIA WTS USA, 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 Veolia WTS USA, Inc., with its principal place of business located at 3600 Horizon Blvd, Trevose, PA 19053, 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 Pennsylvania, 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 SERVICE PROVIDER's proposal # 508541, 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 transportation and delivery of chemicals, specifically Polyfloc AP1120P, 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 product 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. Title and risk of loss or damage to water treatment chemicals as well as containers and tanks in which water treatment chemicals are contained, shall pass to Buyer upon delivery. 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 stated leadtime provided by SERVICE PROVIDER 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 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 proposal contained therein are attached hereto as **Exhibit "B,"** 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, except that CITY shall pay SERVICE PROVIDER all properly invoiced amounts in U.S. dollars, within 30 days from date of invoice. 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 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 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 Pennsylvania corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION/LIMIT OF LIABILITY

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 reasonable 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 third-party property occurring by reason of any negligent acts, 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 it's other service providers or contractors.

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.

Notwithstanding neither party shall be liable for indirect, consequential, or incidental damages. The total liability of Seller, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise arising out of, or in connection with, the performance or breach of the Contract shall not exceed the two times the contract price, provided that this limitation of liability shall not apply to claims of third party property damage, willful misconduct by the SERVICE PROVIDER, or negligence of the SERVICE PROVIDER. All liability under the Contract shall terminate upon expiration of the applicable warranty period.

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 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 amount of $1,000,000 combined single limit bodily injury and $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 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:
VEOLIA WTS USA, INC
3600 HORIZON BLVD
TREVOSE, PA 19053
Att'n: _____

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 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.

10. 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.

11. 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.

12. 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.

13. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport due to the sole fault of SERVICE PROVIDER, 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.

14. 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.

15. 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.

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; epidemic (not including COVID-19); 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. 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.

18. 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.

19. 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.

20. 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.

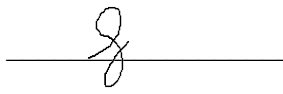
21. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY and SERVICE PROVIDER agree to work together in a timely manner to resolve.

22. 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.

23. 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.

VEOLIA WTS USA, INC.



Printed Name: □ra□□ □□□□n

Title: □□mmer□a□□pera□□n□Mana□er

Date: □/1□/23

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 OF DELIVERY IS CRITICAL:

Time of delivery is critical and Seller will make every effort to meet the scheduled deadlines. In the event delivery is delayed by reasons beyond Seller's reasonable control, customer will be notified and a schedule which will address the delay and meet the customer's needs will be established.

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.

Unless otherwise provided, the foregoing warranties are valid: a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; d) for Software, nine (9) months from the date of receipt. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

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 third party property and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller (except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives, or it's other service providers or contractors), 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, but no more than 2 days,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, 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, pandemic (not including Covid-19), 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: Omitted.

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

VEOLIA Proposal #508541
Dated May 9, 2023

Insert full Veolia proposal

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AGREEMENT EFFECTIVE DATE:	**May 15, 2023**
AGREEMENT PERIOD:	**1 Year**
AGREEMENT TERMINATION DATE:	**May 14, 2024**

PRODUCTS AND SERVICES PROVIDED UNDER AGREEMENT:

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Terms and Conditions
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Please send signed Purchase Orders to me. To ensure document control, please include this letter's "Proposal #" on your Purchase Order.

Please address purchase orders to the legal entity:

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Terms and Conditions of Sale

1. [illegible]a Water Technologies & Solution business ("Seller") and the legal entity purchasing the Goods and [illegible]e ("Buyer") agree to in writing, [illegible]e[illegible] [illegible]e a[illegible]pr[illegible]a[illegible]n order [illegible]me [illegible]ued [illegible]e [illegible]e[illegible] [illegible]e Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and [illegible]er [illegible]e[illegible] [illegible]nne[illegible]n [illegible] [illegible]e [illegible]a[illegible] [illegible]e[illegible]d ("Services"). [illegible]uer a[illegible]ree [illegible]a[illegible] A[illegible]reemen[illegible] [illegible]e[illegible]a[illegible]n[illegible]p [illegible]a[illegible]epn[illegible] [illegible]d and [illegible]er[illegible]e[illegible]m [illegible]e[illegible]re[illegible]en [illegible]uer [illegible]end [illegible]e[illegible]er [illegible]er[illegible]erm and [illegible]nd[illegible]n[illegible] [illegible] [illegible]e[illegible]er ma[illegible]n[illegible]re[illegible]nd.
2. **Buyer Obligations**. [illegible]e[illegible] [illegible]n[illegible]l the actual operation of either Buyer's systems or Goods at the [illegible]e and une[illegible] [illegible]er[illegible]e [illegible]pe[illegible]a[illegible]a[illegible]reed [illegible]n [illegible]r[illegible]n[illegible]d[illegible]a[illegible]n and/[illegible]r [illegible]a[illegible]n [illegible] [illegible]d[illegible]a[illegible]e [illegible]e repn[illegible] [illegible]uer. 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[illegible] [illegible]a[illegible]ua[illegible]pa[illegible] [illegible]r de[illegible]n [illegible]ma[illegible]n [illegible] [illegible]ere n[illegible]n[illegible]a[illegible]d [illegible]mi[illegible]ed [illegible]uer and [illegible]e[illegible]me apparen[illegible]a[illegible]a[illegible]er da[illegible]e. [illegible]r [illegible]er[illegible]e[illegible] [illegible]e a[illegible]ura[illegible]e and [illegible]d[illegible] [illegible]r[illegible]a[illegible]nended[illegible]er must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and da[illegible] re[illegible]an[illegible] [illegible]e [illegible]pe [illegible]r[illegible] [illegible]e pr[illegible]ded[illegible]u[illegible] a[illegible] information related to Buyer's site [illegible]nd[illegible]n[illegible] [illegible]em[illegible]re[illegible]d e[illegible]upmen[illegible] and pr[illegible]e[illegible]e[illegible]eed[illegible]a[illegible]er [illegible]r [illegible]uer [illegible]u[illegible]an[illegible]e [illegible] [illegible]e[illegible]ea[illegible]d r[illegible] mea[illegible]ured [illegible] [illegible]e [illegible]d[illegible]n[illegible]ud[illegible]n an[illegible]dden[illegible]unapparen[illegible]r [illegible]an[illegible] [illegible]nd[illegible]n[illegible] [illegible]a[illegible]a[illegible]e[illegible]e e[illegible]e[illegible]ene[illegible] [illegible]e [illegible]d[illegible]d[illegible]pera[illegible]e a[illegible]ea[illegible]d [illegible]em and [illegible]e [illegible]d[illegible]n [illegible]e a[illegible]reed [illegible] [illegible]n[illegible]r[illegible] parame[illegible]r[illegible]r[illegible]n[illegible]ne[illegible]n[illegible]ndu[illegible]r[illegible]u[illegible]mar[illegible]pera[illegible]n[illegible]nd[illegible]n[illegible]ma[illegible]n a[illegible]ea[illegible]d [illegible]em and [illegible]d[illegible]n [illegible]d [illegible]pera[illegible]n[illegible]nd[illegible]n and repar[illegible] and [illegible]d[illegible]ma[illegible]n and [illegible]ande [illegible]d[illegible]n a pr[illegible]per and [illegible]a[illegible] manner. 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[illegible]uer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are [illegible]pera[illegible]d and ma[illegible]a[illegible]ned pr[illegible]per[illegible] and [illegible]mp[illegible] [illegible]a[illegible]a[illegible]a[illegible]ru[illegible]e [illegible]re[illegible]ua[illegible]n[illegible]n[illegible]en[illegible]e [illegible]nd[illegible]n[illegible] and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as de[illegible]ned [illegible]n [illegible]a[illegible]re[illegible]ua[illegible]r au[illegible]r[illegible]e. [illegible] [illegible]d[illegible] and [illegible]er[illegible]e[illegible] [illegible]d [illegible]e[illegible]er are n[illegible]n[illegible]ended[illegible]r u[illegible] [illegible]n[illegible]nne[illegible]n [illegible]n[illegible] an[illegible]nu[illegible]ear [illegible]a[illegible]li[illegible]y [illegible]r a[illegible]. 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Agreement or the material breach of this Agreement. Seller shall indemnify and hold harmless Buyer from any claim, suit or proceeding brought by any third party against Buyer to the extent such claim, suit or proceeding is based on Seller's infringement or misappropriation of such third party's intellectual property rights. Seller's indemnification obligations shall not apply to the extent that the alleged infringement arises from: (i) Buyer's modification of the Goods or Services; (ii) Buyer's use of the Goods or Services in combination with other products or services not provided by Seller; (iii) Buyer's use of the Goods or Services in a manner not contemplated by this Agreement; or (iv) Buyer's continued use of the allegedly infringing Goods or Services after Seller has provided a non-infringing alternative. Buyer shall indemnify, defend and hold harmless Seller from any claim, suit or proceeding brought by any third party against Seller to the extent such claim, suit or proceeding is based on Buyer's modification of the Goods or Services, Buyer's use of the Goods or Services in combination with other products or services not provided by Seller, Buyer's use of the Goods or Services in a manner not contemplated by this Agreement, or Buyer's continued use of the allegedly infringing Goods or Services after Seller has provided a non-infringing alternative. This Section 12 states the entire liability of Seller and the exclusive remedy of Buyer with respect to any actual or alleged infringement of intellectual property rights by the Goods or Services.

12. **Limitation on Liability.** Except where prohibited by applicable law, Seller's liability for damages arising out of or relating to this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, shall not exceed the total amount paid by Buyer to Seller under this Agreement for the Goods or Services giving rise to the claim during the twelve (12) months immediately preceding the date on which the claim first accrued. In no event shall Seller be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, loss of revenue, loss of use, loss of data, cost of capital, cost of substitute goods or services, or business interruption, even if Seller has been advised of the possibility of such damages. The foregoing limitations shall apply regardless of the failure of essential purpose of any limited remedy and shall survive termination, cancellation or expiration of this Agreement. Buyer acknowledges that the prices charged by Seller reflect the allocation of risk set forth in this Section 12 and that Seller would not enter into this Agreement without these limitations.
13. **General Indemnity.** Buyer shall indemnify and hold harmless Seller from and against any and all claims, demands, suits, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Buyer's breach of this Agreement; (ii) the negligence or willful misconduct of Buyer or its employees, agents or contractors; (iii) Buyer's failure to comply with applicable laws, regulations or permits; (iv) any bodily injury, death of any person or damage to or loss of real or tangible personal property caused by Buyer or its employees, agents or contractors; (v) Buyer's use of the Goods or Services in a manner not contemplated by this Agreement or in violation of any third party's rights; or (vi) any claim by Buyer's employees, agents or contractors, except to the extent such claim arises from Seller's gross negligence or willful misconduct. Buyer's indemnity obligations shall survive the termination or expiration of this Agreement for a period of two (2) years.
14. **Conflicts; No Third Party Beneficiary Rights**. This Agreement is for the benefit of Buyer and Seller only, and is not intended to confer any rights or benefits on any third party (including any employee of either party) unless expressly provided for herein. In the event of any conflict between this Agreement and any purchase order, boilerplate, or other document issued by Buyer, the terms of this Agreement shall control unless Seller expressly agrees in writing to modify this Agreement.
15. **Assignment and Subcontracting.** Buyer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Seller may subcontract any portion of the Services without Buyer's consent, but Seller shall remain responsible for the performance of its subcontractors. Any attempted assignment or delegation in violation of this Section shall be void.
16. **Force Majeure.** Neither party shall be liable for any delay or failure in performance (other than payment obligations) to the extent such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, fire, flood, earthquake, epidemic, pandemic, war, terrorism, civil unrest, labor strikes, lockouts, boycotts, embargoes, governmental actions, or failure of third-party transportation or utilities (each, a "Force Majeure Event"). The affected party shall promptly notify the other party of the Force Majeure Event and use commercially reasonable efforts to mitigate its effects and resume performance as soon as practicable. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice to the other party without liability, except for payment obligations for Goods or Services already delivered.
17. **Termination and Suspension.** Seller may terminate this Agreement or suspend delivery of Goods or Services immediately upon written notice to Buyer if: (i) Buyer fails to pay any amount when due and such failure continues for thirty (30) days after Buyer receives written notice thereof; (ii) Buyer breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof; (iii) Buyer becomes insolvent, files or has filed against it a petition in bankruptcy, makes an assignment for the benefit of creditors, or has a receiver appointed for its assets; or (iv) Seller reasonably believes that Buyer's financial condition or creditworthiness has materially deteriorated. Upon termination or suspension by Seller for Buyer's breach, Buyer shall pay Seller for all Goods in Buyer's possession or for which title has passed to Buyer at the current price, all Services performed to the date of termination, and all reasonable costs incurred by Seller in connection with the terminated portion of the Agreement, including but not limited to costs of materials, labor, overhead and profit. Seller's termination or suspension of this Agreement shall not relieve Buyer of its obligations to pay for Goods or Services already delivered or performed, and shall not limit Seller's other rights or remedies at law or in equity.
18. **Governing Law and Dispute Resolution**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware for the resolution of any dispute arising out of or relating to this Agreement, and each party waives any objection to venue in such courts. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information. The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.
19. **U.S Government Contracts.** If Buyer is the United States Government or any agency thereof, or if Buyer is procuring Goods or Services with funds provided by the United States Government, then the following provisions shall apply: (i) the Goods and Services are "commercial items" as defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the Goods shall comply with such requirements; (ii) Seller is not a contractor or subcontractor subject to Executive Order 11246 or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. 4212, and Seller makes no representations regarding compliance with such laws; (iii) Seller is not subject to the Service Contract Labor Standards statute, 41 U.S.C. 6701 et seq., and Seller makes no representations regarding compliance with such statute; (iv) Seller is not subject to the Walsh-Healey Public Contracts Act, 41 U.S.C. 6501 et seq., and Seller makes no representations regarding compliance with such statute; (v) Seller is not subject to the Davis-Bacon Act, 40 U.S.C. 3141 et seq., and Seller makes no representations regarding compliance with such statute; (vi) Seller is not subject to the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq., and Seller makes no representations regarding compliance with such statute; (vii) Seller is not subject to the Fair Labor Standards Act, 29 U.S.C. 201 et seq., and Seller makes no representations regarding compliance with such statute; (viii) Seller is not subject to the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., and Seller makes no representations regarding compliance with such statute; (ix) Seller is not subject to the Clean Air Act, 42 U.S.C. 7401 et seq., and Seller makes no representations regarding compliance with such statute; (x) Seller is not subject to the Clean Water Act, 33 U.S.C. 1251 et seq., and Seller makes no representations regarding compliance with such statute; (xi) Seller is not subject to the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., and Seller makes no representations regarding compliance with such statute; (xii) Seller is not subject to the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., and Seller makes no representations regarding compliance with such statute; (xiii) Seller is not subject to the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136 et seq., and Seller makes no representations regarding compliance with such statute; (xiv) Seller is not subject to the Safe Drinking Water Act, 42 U.S.C. 300f et seq., and Seller makes no representations regarding compliance with such statute; (xv) Seller is not subject to the Hazardous Materials Transportation Act, 49 U.S.C. 5101 et seq., and Seller makes no representations regarding compliance with such statute; (xvi) Seller is not subject to the Export Administration Act, 50 U.S.C. 4601 et seq., and Seller makes no representations regarding compliance with such statute; (xvii) Seller is not subject to the International Traffic in Arms Regulations, 22 C.F.R. 120 et seq., and Seller makes no representations regarding compliance with such statute; (xviii) Seller is not subject to the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-1 et seq., and Seller makes no representations regarding compliance with such statute; (xix) Seller is not subject to the Anti-Kickback Act, 41 U.S.C. 8701 et seq., and Seller makes no representations regarding compliance with such statute; (xx) Seller is not subject to the False Claims Act, 31 U.S.C. 3729 et seq., and Seller makes no representations regarding compliance with such statute; (xxi) Seller is not subject to the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., and Seller makes no representations regarding compliance with such statute; (xxii) Seller is not subject to the Contract Disputes Act, 41 U.S.C. 7101 et seq., and Seller makes no representations regarding compliance with such statute; (xxiii) Seller is not subject to the Federal Property and Administrative Services Act, 40 U.S.C. 101 et seq., and Seller makes no representations regarding compliance with such statute; (xxiv) Seller is not subject to the Competition in Contracting Act, 41 U.S.C. 3301 et seq., and Seller makes no representations regarding compliance with such statute; (xxv) Seller is not subject to the Small Business Act, 15 U.S.C. 631 et seq., and Seller makes no representations regarding compliance with such statute; (xxvi) Seller is not subject to the Javits-Wagner-O'Day Act, 41 U.S.C. 8501 et seq., and Seller makes no representations regarding compliance with such statute; (xxvii) Seller is not subject to the Randolph-Sheppard Act, 20 U.S.C. 107 et seq., and Seller makes no representations regarding compliance with such statute; (xxviii) Seller is not subject to the Ability One Program, 41 U.S.C. 8501 et seq., and Seller makes no representations regarding compliance with such statute; (xxix) Seller is not subject to the Federal Acquisition Regulation, 48 C.F.R. 1 et seq., and Seller makes no representations regarding compliance with such statute; (xxx) Seller is not subject to the Defense Federal Acquisition Regulation Supplement, 48 C.F.R. 201 et seq., and Seller makes no representations regarding compliance with such statute; (xxxi) Seller is not subject to the Department of Homeland Security Acquisition Regulation, 48 C.F.R. 3001 et seq., and Seller makes no representations regarding compliance with such statute; (xxxii) Seller is not subject to the Department of Veterans Affairs Acquisition Regulation, 48 C.F.R. 801 et seq., and Seller makes no representations regarding compliance with such statute; (xxxiii) Seller is not subject to the Department of Energy Acquisition Regulation, 48 C.F.R. 901 et seq., and Seller makes no representations regarding compliance with such statute; (xxxiv) Seller is not subject to the Department of Transportation Acquisition Regulation, 48 C.F.R. 1201 et seq., and Seller makes no representations regarding compliance with such statute; (xxxv) Seller is not subject to the Department of Commerce Acquisition Regulation, 48 C.F.R. 1301 et seq., and Seller makes no representations regarding compliance with such statute; (xxxvi) Seller is not subject to the Department of Interior Acquisition Regulation, 48 C.F.R. 1401 et seq., and Seller makes no representations regarding compliance with such statute; (xxxvii) Seller is not subject to the Department of Agriculture Acquisition Regulation, 48 C.F.R. 401 et seq., and Seller makes no representations regarding compliance with such statute; (xxxviii) Seller is not subject to the Department of Labor Acquisition Regulation, 48 C.F.R. 2901 et seq., and Seller makes no representations regarding compliance with such statute; (xxxix) Seller is not subject to the Department of Health and Human Services Acquisition Regulation, 48 C.F.R. 301 et seq., and Seller makes no representations regarding compliance with such statute; (xl) Seller is not subject to the Department of Education Acquisition Regulation, 48 C.F.R. 3401 et seq., and Seller makes no representations regarding compliance with such statute; (xli) Seller is not subject to the Department of Housing and Urban Development Acquisition Regulation, 48 C.F.R. 2401 et seq., and Seller makes no representations regarding compliance with such statute; (xlii) Seller is not subject to the Department of Justice Acquisition Regulation, 48 C.F.R. 2801 et seq., and Seller makes no representations regarding compliance with such statute; (xliii) Seller is not subject to the Department of State Acquisition Regulation, 48 C.F.R. 601 et seq., and Seller makes no representations regarding compliance with such statute; (xliv) Seller is not subject to the Department of Treasury Acquisition Regulation, 48 C.F.R. 1001 et seq., and Seller makes no representations regarding compliance with such statute; (xlv) Seller is not subject to the Department of Defense Acquisition Regulation, 48 C.F.R. 201 et seq., and Seller makes no representations regarding compliance with such statute; 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(cxcvi) Seller is not subject to the Department of Homeland Security Acquisition

ATTACHMENT 1

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that **VEOLIA WTS USA, INC** 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 **VEOLIA WTS USA, INC** proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Tracy Boykin
Date: 8/1/23

STATE OF Virginia
COUNTY OF Chesterfield

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8/1/2023 (date) by Tracy Boykin Comm Ops manager (name of officer or agent, title of officer or agent) of VEOLIA WTS USA INC (name of corporation acknowledging), a PA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced VA DL (type of identification) as identification.

Agnes Nkede
[Notary Seal] Notary Public

Agnes Nkede
Name typed, printed or stamped

My Commission Expires: 06/30/2024

AGNES MBOLE NKEDE
NOTARY PUBLIC
REG. #7893823
MY COMMISSION EXPIRES
06/30/2024
COMMONWEALTH OF VIRGINIA

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Proposal #508541
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AGREEMENT EFFECTIVE DATE:	**October 1, 2023**
AGREEMENT PERIOD:	**1 Year**
AGREEMENT TERMINATION DATE:	**September 30, 2024**

PRODUCTS AND SERVICES PROVIDED UNDER AGREEMENT:

PRODUCT ID	PRODUCT	CONTAINER	ANNUAL USAGE LBS	PRICE/POUND $/LBS
□00□993	P□□□□□□□□ AP1120P	□1□55 □□□	1□□500	□3.2□

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HYPERINFLATION:
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Proprietary Information
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Terms and Conditions
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This quotation is valid for 30 days from date listed above.

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BUYER	**Veolia WTS USA, Inc.**
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Please send signed Purchase Orders to me. To ensure document control, please include this letter's "Proposal #" on your Purchase Order.

Please address purchase orders to the legal entity:

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Terms and Conditions of Sale

1. [illegible]a Water Technologies & Solution business ("Seller") and the legal entity purchasing the Goods and [illegible]e ("Buyer") agree to in writing, [illegible]e[illegible] [illegible]e a[illegible]pr[illegible]a[illegible]n order [illegible]me [illegible]ued [illegible]e [illegible]e[illegible] [illegible]e Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and [illegible]er [illegible]e[illegible] [illegible]nne[illegible]n [illegible] [illegible]e [illegible]a[illegible] [illegible]e[illegible]d ("Services"). [illegible]uer a[illegible]ree [illegible]a[illegible] A[illegible]reemen[illegible] [illegible]e[illegible]a[illegible]n[illegible]p [illegible]a[illegible]epn[illegible] [illegible]d and [illegible]er[illegible]e[illegible]m [illegible]e[illegible]re[illegible]en [illegible]uer [illegible]end [illegible]e[illegible]er [illegible]er[illegible]erm and [illegible]nd[illegible]n[illegible] [illegible] [illegible]e[illegible]er ma[illegible]n[illegible]re[illegible]nd.
2. **Buyer Obligations**. [illegible]e[illegible] [illegible]n[illegible]l the actual operation of either Buyer's systems or Goods at the [illegible]e and une[illegible] [illegible]er[illegible]e [illegible]pe[illegible]a[illegible]a[illegible]reed [illegible]n [illegible]r[illegible]n[illegible]d[illegible]a[illegible]n and/[illegible]r [illegible]a[illegible]n [illegible] [illegible]d[illegible]a[illegible]e [illegible]e repn[illegible] [illegible]uer. 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[illegible]uer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are [illegible]pera[illegible]d and ma[illegible]a[illegible]ned pr[illegible]per[illegible] and [illegible]mp[illegible] [illegible]a[illegible]a [illegible]ru[illegible]e [illegible]re[illegible]ua[illegible]n[illegible]n[illegible]en[illegible]e [illegible]nd[illegible]n[illegible] and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as de[illegible]ned [illegible] [illegible]a[illegible]re[illegible]ua[illegible]r au[illegible]r[illegible]. [illegible] [illegible]d[illegible] and [illegible]er[illegible]e[illegible] [illegible]d [illegible]e[illegible]er are n[illegible]n[illegible]ended[illegible]r u[illegible] [illegible]n[illegible]nne[illegible]n [illegible] [illegible]an[illegible] nu[illegible]ear [illegible]a[illegible]li[illegible]y [illegible]r a[illegible]. 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Agreement or the material breach of this Agreement. Seller shall indemnify and hold harmless Buyer from any claim, suit or proceeding brought by any third party against Buyer to the extent such claim, suit or proceeding is based on Seller's infringement or misappropriation of such third party's intellectual property rights. Seller's indemnification obligations shall not apply to the extent that the alleged infringement arises from: (i) Buyer's modification of the Goods or Services; (ii) Buyer's use of the Goods or Services in combination with other products or services not provided by Seller; (iii) Buyer's use of the Goods or Services in a manner not contemplated by this Agreement; or (iv) Buyer's continued use of the allegedly infringing Goods or Services after Seller has provided a non-infringing alternative. Buyer shall indemnify, defend and hold harmless Seller from any claim, suit or proceeding brought by any third party against Seller to the extent such claim, suit or proceeding is based on Buyer's modification of the Goods or Services, Buyer's use of the Goods or Services in combination with other products or services not provided by Seller, Buyer's use of the Goods or Services in a manner not contemplated by this Agreement, or Buyer's continued use of the allegedly infringing Goods or Services after Seller has provided a non-infringing alternative. This Section 12 states the entire liability of Seller and the exclusive remedy of Buyer with respect to any actual or alleged infringement of intellectual property rights by the Goods or Services.

12. **Limitation on Liability.** Except where prohibited by applicable law, Seller's liability for damages arising out of or relating to this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, shall not exceed the total amount paid by Buyer to Seller under this Agreement for the Goods or Services giving rise to the claim during the twelve (12) months immediately preceding the date on which the claim first accrued. In no event shall Seller be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, loss of revenue, loss of use, loss of data, cost of capital, cost of substitute goods or services, or business interruption, even if Seller has been advised of the possibility of such damages. The foregoing limitations shall apply regardless of the failure of essential purpose of any limited remedy and shall survive termination, cancellation or expiration of this Agreement. Buyer acknowledges that the prices charged by Seller reflect the allocation of risk set forth in this Section 12 and that Seller would not enter into this Agreement without these limitations.
13. **General Indemnity.** Buyer shall indemnify and hold harmless Seller from and against any and all claims, demands, suits, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Buyer's breach of this Agreement; (ii) the negligence or willful misconduct of Buyer or its employees, agents or contractors; (iii) Buyer's failure to comply with applicable laws, regulations or permits; (iv) any bodily injury, death of any person or damage to or loss of real or tangible personal property caused by Buyer or its employees, agents or contractors; (v) Buyer's use of the Goods or Services in a manner not contemplated by this Agreement or in violation of any third party's rights; or (vi) any claim by Buyer's employees, agents or contractors, except to the extent such claim arises from Seller's gross negligence or willful misconduct. Buyer's indemnity obligations shall survive the termination or expiration of this Agreement for a period of two (2) years.
14. **Conflicts; No Third Party Beneficiary Rights**. This Agreement is for the benefit of Buyer and Seller only, and is not intended to confer any rights or benefits on any third party (including any employee of either party) unless expressly provided for herein. In the event of any conflict between this Agreement and any purchase order, boilerplate, or other document issued by Buyer, the terms of this Agreement shall control unless Seller expressly agrees in writing to modify this Agreement.
15. **Assignment and Subcontracting.** Buyer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Seller may subcontract any portion of the Services without Buyer's consent, but Seller shall remain responsible for the performance of its subcontractors. Any attempted assignment or delegation in violation of this Section shall be void.
16. **Force Majeure.** Neither party shall be liable for any delay or failure in performance (other than payment obligations) to the extent such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, fire, flood, earthquake, epidemic, pandemic, war, terrorism, civil unrest, labor strikes, lockouts, boycotts, embargoes, governmental actions, or failure of third-party transportation or utilities (each, a "Force Majeure Event"). The affected party shall promptly notify the other party of the Force Majeure Event and use commercially reasonable efforts to mitigate its effects and resume performance as soon as practicable. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice to the other party without liability, except for payment obligations for Goods or Services already delivered.
17. **Termination and Suspension.** Seller may terminate this Agreement or suspend delivery of Goods or Services immediately upon written notice to Buyer if: (i) Buyer fails to pay any amount when due and such failure continues for thirty (30) days after Buyer receives written notice thereof; (ii) Buyer breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof; (iii) Buyer becomes insolvent, files or has filed against it a petition in bankruptcy, makes an assignment for the benefit of creditors, or has a receiver appointed for its assets; or (iv) Seller reasonably believes that Buyer's financial condition or creditworthiness has materially deteriorated. Upon termination or suspension by Seller for Buyer's breach, Buyer shall pay Seller for all Goods in Buyer's possession or for which title has passed to Buyer at the current price, all Services performed to the date of termination, and all reasonable costs incurred by Seller in connection with the terminated portion of the Agreement, including but not limited to costs of materials, labor, overhead and profit. Seller's termination or suspension of this Agreement shall not relieve Buyer of its obligations to pay for Goods or Services already delivered or performed, and shall not limit Seller's other rights or remedies at law or in equity.
18. **Governing Law and Dispute Resolution**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware for the resolution of any dispute arising out of or relating to this Agreement, and each party waives any objection to venue in such courts. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information. The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.
19. **U.S Government Contracts.** If Buyer is the United States Government or any agency thereof, or if Buyer is procuring Goods or Services with funds provided by the United States Government, then the following provisions shall apply: (i) the Goods and Services are "commercial items" as defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the Goods shall comply with such requirements; (ii) Seller is not a contractor or subcontractor subject to Executive Order 11246 or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. 4212, and Seller makes no representations regarding compliance with such laws; (iii) Seller is not subject to the Service Contract Labor Standards statute, 41 U.S.C. 6701 et seq., and Seller makes no representations regarding compliance with such statute; (iv) Seller is not subject to the Walsh-Healey Public Contracts Act, 41 U.S.C. 6501 et seq., and Seller makes no representations regarding compliance with such statute; (v) Seller is not subject to the Davis-Bacon Act, 40 U.S.C. 3141 et seq., and Seller makes no representations regarding compliance with such statute; (vi) Seller is not subject to the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 et seq., and Seller makes no representations regarding compliance with such statute; (vii) Seller is not subject to the Fair Labor Standards Act, 29 U.S.C. 201 et seq., and Seller makes no representations regarding compliance with such statute; (viii) Seller is not subject to the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., and Seller makes no representations regarding compliance with such statute; (ix) Seller is not subject to the Clean Air Act, 42 U.S.C. 7401 et seq., and Seller makes no representations regarding compliance with such statute; (x) Seller is not subject to the Clean Water Act, 33 U.S.C. 1251 et seq., and Seller makes no representations regarding compliance with such statute; (xi) Seller is not subject to the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., and Seller makes no representations regarding compliance with such statute; (xii) Seller is not subject to the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., and Seller makes no representations regarding compliance with such statute; (xiii) Seller is not subject to the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136 et seq., and Seller makes no representations regarding compliance with such statute; (xiv) Seller is not subject to the Safe Drinking Water Act, 42 U.S.C. 300f et seq., and Seller makes no representations regarding compliance with such statute; (xv) Seller is not subject to the Hazardous Materials Transportation Act, 49 U.S.C. 5101 et seq., and Seller makes no representations regarding compliance with such statute; (xvi) Seller is not subject to the Export Administration Act, 50 U.S.C. 4601 et seq., and Seller makes no representations regarding compliance with such statute; (xvii) Seller is not subject to the International Traffic in Arms Regulations, 22 C.F.R. 120 et seq., and Seller makes no representations regarding compliance with such statute; (xviii) Seller is not subject to the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-1 et seq., and Seller makes no representations regarding compliance with such statute; (xix) Seller is not subject to the Anti-Kickback Act, 41 U.S.C. 8701 et seq., and Seller makes no representations regarding compliance with such statute; (xx) Seller is not subject to the False Claims Act, 31 U.S.C. 3729 et seq., and Seller makes no representations regarding compliance with such statute; (xxi) Seller is not subject to the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., and Seller makes no representations regarding compliance with such statute; (xxii) Seller is not subject to the Contract Disputes Act, 41 U.S.C. 7101 et seq., and Seller makes no representations regarding compliance with such statute; (xxiii) Seller is not subject to the Federal Property and Administrative Services Act, 40 U.S.C. 101 et seq., and Seller makes no representations regarding compliance with such statute; (xxiv) Seller is not subject to the Competition in Contracting Act, 41 U.S.C. 3301 et seq., and Seller makes no representations regarding compliance with such statute; (xxv) Seller is not subject to the Small Business Act, 15 U.S.C. 631 et seq., and Seller makes no representations regarding compliance with such statute; (xxvi) Seller is not subject to the Javits-Wagner-O'Day Act, 41 U.S.C. 8501 et seq., and Seller makes no representations regarding compliance with such statute; (xxvii) Seller is not subject to the Randolph-Sheppard Act, 20 U.S.C. 107 et seq., and Seller makes no representations regarding compliance with such statute; (xxviii) Seller is not subject to the Ability One Program, 41 U.S.C. 8501 et seq., and Seller makes no representations regarding compliance with such statute; (xxix) Seller is not subject to the Federal Acquisition Regulation, 48 C.F.R. 1 et seq., and Seller makes no representations regarding compliance with such statute; (xxx) Seller is not subject to the Defense Federal Acquisition Regulation Supplement, 48 C.F.R. 201 et seq., and Seller makes no representations regarding compliance with such statute; (xxxi) Seller is not subject to the Department of Homeland Security Acquisition Regulation, 48 C.F.R. 3001 et seq., and Seller makes no representations regarding compliance with such statute; (xxxii) Seller is not subject to the Department of Veterans Affairs Acquisition Regulation, 48 C.F.R. 801 et seq., and Seller makes no representations regarding compliance with such statute; (xxxiii) Seller is not subject to the Department of Energy Acquisition Regulation, 48 C.F.R. 901 et seq., and Seller makes no representations regarding compliance with such statute; (xxxiv) Seller is not subject to the Department of Transportation Acquisition Regulation, 48 C.F.R. 1201 et seq., and Seller makes no representations regarding compliance with such statute; (xxxv) Seller is not subject to the Department of Commerce Acquisition Regulation, 48 C.F.R. 1301 et seq., and Seller makes no representations regarding compliance with such statute; (xxxvi) Seller is not subject to the Department of Interior Acquisition Regulation, 48 C.F.R. 1401 et seq., and Seller makes no representations regarding compliance with such statute; (xxxvii) Seller is not subject to the Department of Agriculture Acquisition Regulation, 48 C.F.R. 401 et seq., and Seller makes no representations regarding compliance with such statute; (xxxviii) Seller is not subject to the Department of Labor Acquisition Regulation, 48 C.F.R. 2901 et seq., and Seller makes no representations regarding compliance with such statute; (xxxix) Seller is not subject to the Department of Health and Human Services Acquisition Regulation, 48 C.F.R. 301 et seq., and Seller makes no representations regarding compliance with such statute; (xl) Seller is not subject to the Department of Education Acquisition Regulation, 48 C.F.R. 3401 et seq., and Seller makes no representations regarding compliance with such statute; (xli) Seller is not subject to the Department of Housing and Urban Development Acquisition Regulation, 48 C.F.R. 2401 et seq., and Seller makes no representations regarding compliance with such statute; (xlii) Seller is not subject to the Department of Justice Acquisition Regulation, 48 C.F.R. 2801 et seq., and Seller makes no representations regarding compliance with such statute; (xliii) Seller is not subject to the Department of State Acquisition Regulation, 48 C.F.R. 601 et seq., and Seller makes no representations regarding compliance with such statute; (xliv) Seller is not subject to the Department of Treasury Acquisition Regulation, 48 C.F.R. 1001 et seq., and Seller makes no representations regarding compliance with such statute; (xlv) Seller is not subject to the Department of Defense Acquisition Regulation, 48 C.F.R. 201 et seq., and Seller makes no representations regarding compliance with such statute; 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RESOLUTION NO. 2023-108

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 26th day of September, 2023.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, Interim City Clerk

EXHIBIT "A"

To Resolution No. 2023-108

Polyfloc AP 1120P is a polymer used in the water treatment process. Polymers are mainly used as a way to increase the velocity of settling in clarifiers or increase the size of flocs for mechanical separation. Polymers are also widely used in the sludge dewatering processes to help crate large solids allowing for a better solid-liquid separation.

Staff at the Dyal WTP tested several different types of polymers for the use in the treatment process and fount Ployfloc AP1120P to be the most effective of those tested, Veolia WTS USA, Inc. of Trevose, PA is the sole source distributor.

The City of Cocoa's recommended action is to approve a resolution waving the competitive bidding process for the purpose of making sole source purchase of Polyfloc AP1120P from Veolia WTS USA, Inc. of Trevose, PA is the sole source distributor.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

FY2024 ANNUAL CHEMICALS - Dyal Water Treatment Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	Vendor Number	PRODUCT	PROJECT #	BID NO.	REQUESTED ACTION	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	7040	Sodium Hypochlorite (Wewa)	DYCH01	B-22-12-COC-B	1st Amendment - Year 1 of 3 year renewals	$ 92,050.00	9/26/2024
2	Carmeuse Lime & Stone	10316	Quick Lime Pebble 3/8" & 3/4"	DYCH02	UT-DYAL-21-SLA-CARMEUSE-001-00(B-20-19-COC)	Ist Amendment - Year 3 of 3 contract	$ 2,655,568.00	9/30/2024
3	Harcros Chemicals, Inc.	9716	Hydrofluosilicic Acid	DYCH03	Piggyback w/Oviedo	Piggyback w/Oviedo - 1st Amendment - Year 4 of 4 year renewals	$ 64,584.00	9/30/2024
4	Thatcher	1334	Ferric Sulfate	DYCH04	B-22-12-COC-C	1st Amendment - Year 1 of 3 year renewals	$ 461,638.00	9/26/2024
5	Matheson Tri-Gas, Inc.	10567	Carbon Dioxide	DYCH06	B-23-24-COC	1st Amendment - Year 1 of 3 year renewals	$ 504,491.00	9/30/2024
6	Veolia WTS USA, Inc.	10925	Polyfloc AP1120P B1-55lbs	DYCH13	SLA-20230514	Year 1 of 1 contract	$ 49,000.00	9/30/2024
7	Tropichem Enterprises	9891	Wisprofloc	DYCH07	SLA-UT DYAL-21-SLA-TROPICHEM-001-00	1st Amendment - Year 1 of 2 year renewals	$ 31,048.00	9/29/2024
8	Genesis Alkali, LLC	9920	Soda Ash	DYCH09	B-21-31-COC	1st Amendment -Year 3 of 3 year contract	$ 819,025.00	9/30/2024
9	Burnett Lime	8684	CalFlo	DYCH10		Proprietary SS Purchase	$ 366,409.00	9/30/2024
10	Linde, Inc.	10718	Liquid Oxygen (LOX)	DYCH11	001-00	1st Amendment - Year 1 of 2 year renewals	$ 82,000.00	9/30/2024
11	Brenntag Mid South Inc	64	Superflock N-1986	DYCH12	B-19-02	SS	$ 30,000.00	9/30/2024
12	Orlando Water Inc	10528	Salt	DYCH15			$ 6,173.00	9/30/2024
13	Hawkins, Inc.	10244	Ammonium Sulfate-Dyal Plant	DYCH16	B-20-01	Year 3 of 3 Contract	$ 190,248.00	9/30/2024
14	Allied Universal Corp.	7040	Sodium Hypochlorite (Dyal)	DYCH14, DYCH20	B-22-12-COC-B	1st Amendment - Year 1 of 3 year renewals	$ 774,829.00	9/26/2024
15	Hawkins, Inc.	10244	Ammonium Sulfate-Wewa	DYBS01	B-20-01	Year 3 of 3 contract	$ 7,931.00	9/30/2024
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536.52-09							6,134,994	

FY2024 ANNUAL CHEMICALS - Sellers Water Reclamation Facility

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor		PRODUCT	PROJECT #	BID NO.	REQUESTED ACTION	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.		Sodium Hypochlorite		B-20-01-COC	1st Amendment	$ 174,202.00	9/30/2024
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Sellers Water Reclamation Plant - ACCOUNT NUMBER: 421-4120-536.52-09							$ 174,202.00	

Legislation Details (With Text)

File #:	23-564	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	9/13/2023		**In control:**	City Council	
On agenda:	9/26/2023		**Final action:**		
Title:	City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-126-A to Provide Funding Due to an Accounting Entry and other Budget Overages.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-109ADA Compliant.pdf BAF 23-126-A-FN-Medical Insurance (9-26-23) Agenda 23-564.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2023
Agenda Date: September 26, 2023
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-126-A to Provide Funding Due to an Accounting Entry and other Budget Overages.

BACKGROUND:

City Council is requested to approve BAF #23-126-A, to reallocate budget from Fund Balance to Other Charges and Obligations for General Fund and Water & Sewer Fund. Payroll accruals for medical insurance were booked to the incorrect account on the first payroll of FY22. The insurance bill was paid out of different accounts than where the liability balances were. This was due to changes resulting from becoming fully insured for medical insurance beginning in FY22. The incorrect FY22 payroll entry caused an incorrect balance in the medical insurance liability accounts. Staff has performed reconciliation of the medical insurance accounts and has determined that the journal entry to correct this transaction was to expense to General Fund, Water and Sewer Fund and the Stormwater Fund from the liability accounts. As this transaction was not anticipated or budgeted, a BAF is necessary to provide the budget from fund balance. A budget transfer was provided previously in the Stormwater fund to provide the necessary funding for $2,988.

There is also a transfer included with this BAF, to correct negative account balances not related to the above transaction.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF#23-126-A

Amount Requested	$129,646
Account Number	001-0000-389.99-50
Account Name	Fund Balance

Amount Requested	$79,968
Account Number	421-0000-389.99-50
Account Name	Fund Balance

Amount Requested	$129,646
Account Number	001-1600-513.49-00
Account Name	Other Charges and Obligations

Amount Requested	$79,968
Account Number	421-4010-536.49-00
Account Name	Other Charges and Obligations

Amount Requested	($4,484)
Account Number	001-1600-513.55-01
Account Name	EDU

Amount Requested	$4,484
Account Number	001-1600-513.49-00
Account Name	Other Charges and Obligations

Amount Requested	($11,053)
Account Number	421-4010-536.39-00
Account Name	Contingency

Amount Requested	$11,053
Account Number	421-4010-536.49-00
Account Name	Other Charges and Obligations

PREVIOUS ACTION:

None

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RECOMMENDED MOTION:

City Council Approval of Resolution Amending the FY23 Budget, BAF # 23-126-A to Provide Funding Due to an Accounting Entry and other Budget Overages.

RESOLUTION NO. 2023-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; 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 2022-2023 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, City Council Meeting assembled on the 26th day of September, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-126-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 09/20/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 129,646	001-0000-389.99-50		Fund Balance	$ 888,336	$ 13,734,892	$ 13,864,538	$ 13,734,892
$ 79,968	421-0000-389.99-50		Fund Balance	$ 10,294,631	$ 22,610,689	$ 22,690,657	$ 22,610,689
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 209,614	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 129,646	001-1600-513.49-00		Other Charges and Obligations	$ 208,725	$ 208,971	$ 338,617	($ 134,130)
$ 79,968	421-4010-536.49-00		Other Charges and Obligations	$ 25,211	$ 26,651	$ 106,619	($ 91,017)
($ 4,484)	001-1600-513.55-01		Training EDU	$ 31,000	$ 30,240	$ 25,756	$ 7,167
$ 4,484	001-1600-513.49-00		Other Charges and Obligations	$ 208,725	$ 208,971	$ 213,455	($ 134,130)
($ 11,053)	421-4010-536.39-00		Contingency	$ 0	$ 0	($ 11,053)	$ 0
$ 11,053	421-4010-536.49-00		Other Charges and Obligations	$ 0	$ 0	$ 11,053	$ 0
$ 209,614	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Self Insurance Fund (530) had funds accrued in FY22 that reversed in FY23. The reversal should have been recorded in general fund, water/sewer fund & stormwater fund because the self-insurance fund was closed at the end of FY22 & all remaining money was transferred back to those funds. Stormwater budget has already been addressed, and this BAF is to corrected the budget within the General Operations and Water/Sewer Admin Divisions, Other Charges and Obligations accounts. Agenda 23-564.

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

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

Lora Howell Digitally signed by Lora Howell Date: 2023.09.20 09:47:32 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2023.09.20 10:15:00 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.09.20 12:29:27 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.09.20 09:47:08 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	23-571	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/14/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	Approve a Resolution providing for a waiver of building permit fees for six months from September 26, 2023 related to building or structural damage caused by the hailstorm on April 29, 2023. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2023-110				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 14, 2023
Agenda Date: September 26, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution providing for a waiver of building permit fees for six months from September 26, 2023 related to building or structural damage caused by the hailstorm on April 29, 2023.

BACKGROUND:

Economic resilience is the ability for a community to recover from major disruptions to regular activities. The fiscal impact of strong hurricanes can be decreased if the costs to rebuild and resume services are mitigated. Staff requests a six (6) month temporary waiver of building permit fees to expedite repairs and provide financial relief to residents and businesses affected by the hailstorm on April 29, 2023 upon approval of this agenda item on the December September 26, 2023 City Council meeting. City Council shall have the option to extend this Resolution for an additional ninety (90) days if authorized prior to the expiration of this Resolution.

Applicants requesting a fee waiver are required to apply for eligible permits, as identified in the resolution. For purposes of granting the building permit fee waiver, the Building Official, or his or her designee, shall be responsible for verifying that the repairs being permitted are directly related to the April 29, 2023 hailstorm. Within the last, only two requests for fee waivers have been received. Those permits are being issued to avoid any delays. Any permits received prior to this Council meeting that can show proof of hailstorm damage through an insurance claim settlement or insurance claim declaration will have the permit fee waived or refunded to the applicant.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

It is unknown how many building permit applications the City has or will receive that are directly related to the hailstorm event on April 29, 2023.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution providing for a waiver of building permit fees for six months from September 26, 2023 related to building or structural damage caused by the hailstorm on April 29, 2023.

RESOLUTION NO. 2023-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, PROVIDING FOR A TEMPORARY WAIVER OF BUILDING PERMIT FEES FOR REPAIRS RELATED TO BUILDING OR STRUCTURAL DAMAGE CAUSED BY THE HAILSTORM EVENT IN APRIL 2023; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR A FILING PERIOD FOR ELIGIBLE BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the severe thunderstorm event on April 2023 caused widespread damage to property throughout the City, including many areas of the City; and

WHEREAS the City Council has previously established a procedure for building permit fees pursuant to Resolution No. 2023-110; and

WHEREAS, in order to expedite the repairs required as a result of the damage caused by the thunderstorm and to provide relief to property owners suffering from thunderstorm related hardships, the City Council has determined that temporary waiver of building permit fees for permit applications related to repairing such damage; and

WHEREAS, this Resolution is adopted pursuant to the Florida Municipal Home Rule Powers Act, Section 166.021, Florida Statutes, the City Code, and the emergency powers vested in the City Council pursuant to applicable law; and

WHEREAS, the City Council considered this Resolution in the interest of the health, safety, and welfare of the citizens of the City; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

SECTION 1. Recitals. The foregoing recitals are hereby incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Intent and Purpose. The intent and purpose of this Resolution is to address building or structural damage caused by the thunderstorm event in April 2023. This Resolution is intended to apply to building permit applications filed with the City that are related to repairing building or structural damage caused by the thunderstorm.

SECTION 3. **Temporary Waiver of Building Permit Fees.** The City Council hereby provides that any building permit fees that were paid for any building permit application filed with the City's Building Permit Division on or after June 1, 2023 but prior to the effective date of this Resolution. The City Council may extend this Resolution for an additional one (90) days as authorized prior to the expiration of this Resolution. For purposes of this section, the building permittee, owner or other designee shall be responsible for obtaining building permits required are directly related to damage caused by the hurricane.

This section shall not be construed to affect any authorized demolition, building application, encroachment, insurance, petition, and other building permit conditions required by any applicable.

SECTION 4. **Severability.** 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 hereof.

SECTION 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Miami Gardens, Florida.

ADOPTED by the City Council of the City of Miami Gardens, Florida at a meeting assembled this 27th Day of September 2023.

_____
Mayor Lorih. Davis

ATTEST:

_____
Monica Arenas, City Clerk

Legislation Details (With Text)

File #:	23-531	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/25/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	

Title: To amend the City Mowing Services agreements with US Lawn and Perfection Lawn and Tree Service, originally approved under solicitation RFP 21-26-COC to include added service areas. To approve the increase in the contract value due to the additional service areas. Authorize the City Manager to execute change orders to add other new service areas up to the City Manager's purchasing authority of $75,000 during the remaining term of the agreements. Authorize the City Manager to negotiate and execute contract renewals. Authorize the City Manager to execute relative budget adjustments within the City Manager's purchasing authority of $75,000. ..End

Sponsors:

Indexes:

Code sections:

Attachments:
P-21-26-COC Mowing Price Proposal Bid Verification Sheet (1).pdf
Notice of Award - US Lawns Areas 2 3 - Signed.pdf
Notice of Award - Perfection Lawn - Areas 1 4 - Signed.pdf
Exhibits - Mowing Areas.pdf
extra mow serivces 520.pdf
email pricing for extra mows.pdf
lee wenner extra mow.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 25, 2023
Agenda Date: September 26, 2023
Prepared By: Shawny Weston, Contract Technician
Through: Abigail Morgan, P.E., Interim Public Works Director
Requested Action:
To amend the City Mowing Services agreements with US Lawn and Perfection Lawn and Tree Service, originally approved under solicitation RFP 21-26-COC to include added service areas. To approve the increase in the contract value due to the additional service areas. Authorize the City Manager to execute change orders to add other new service areas up to the City Manager's purchasing authority of $75,000 during the remaining term of the agreements. Authorize the City Manager to negotiate and execute contract renewals. Authorize the City Manager to execute relative budget adjustments within the City Manager's purchasing authority of $75,000.

BACKGROUND:

Public Works is tasked with landscape maintenance of various City owned rights of way, building facilities, cemeteries and vacant residential lots.

On September 28, 2021, City Council approved awards to two separate vendors to provide these services under RFP 21-26-COC. Contracts were awarded to the following vendors:

1) U.S. Lawn - Areas 2 and 3
2) Perfection Lawn and Tree Service - Areas 1 and 4

Since the awards, as additional properties were identified by the City or CRAs which required regular maintenance, additional service areas have been added to the scope of services under these contract via change order. The total value of awards made for the first fiscal year, FY22, was $405,991. This number increased by about 7% to $432,008 for FY23. Staff is requesting approval to amend the service agreements and increase the contract value with US Lawn and Perfection Lawn and Tree Service to include the service areas that have been added since the original agreement was initiated. Additional service areas are anticipated for each fiscal year going forward. Staff is requesting for the City Manager to have the authority to execute change order to agreements so that new services can be added as needed up to his purchasing authority of $75,000. Authority is also requested for the City Manager to have the authority to execute the corresponding budget adjustments for new service areas up to his purchasing authority of $75,000. Any budget adjustments approved by the City Manager will be reported to the City Council in a monthly informational item. The current revised value of the services of $432,008 has been included in the FY 2024 Final budget to be approved by City Council effective October 1, 2023.

Staff is also requesting for the City Manager to have the authority to negotiate and execute contract renewals for Fiscal Years 25-26, which are the two one-year renewals available on the agreements.

STRATEGIC PLAN CONNECTION:

Contract Mowing of various properties enhances the image of the City of Cocoa to the benefit of its Citizens and Businesses.

BUDGETARY IMPACT:

Budgeted	Yes
Amount	$432,000
Account Number	001-3520-572.34-09
Account Name	Contract Mowing

PREVIOUS ACTION:

Agenda Item 21-599, dated 9/21/2023, City Council approved awards to US Lawns and Perfection Lawn and Tree Services based on their responses to solicitation FRP 21-26-COC.

RECOMMENDED MOTION:

To amend the City Mowing Services agreements with US Lawn and Perfection Lawn and Tree Service, originally approved under solicitation RFP 21-26-COC to include added service areas. To approve the increase in the contract value due to the additional service areas. Authorize the City Manager to execute change orders to add other new service areas up to the City Manager's

purchasing authority of $75,000 during the remaining term of the agreements. Authorize the City Manager to negotiate and execute contract renewals. Authorize the City Manager to execute relative budget adjustments within the City Manager's purchasing authority of $75,000.

P-21-26-COC Mowing Services - Price Proposal Bid Verification Sheet

Group	Twice a month Oct. 1st to April 30th / 4 times a month from May 1st to Sept. 30	Cuts	Brightview Landscaping				Airboat Addicts, Inc.				Perfect Lawn & Tree Service				U.S. Lawns				Trimac Outdoor			
			Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference
#1	Locations																					
1	Fire Stations																					
	a) 1740 Dixon Blvd – Fire Station #1 – Includes Fertilization, Weed Control	36	302.21	10,879.80	10,879.56	0.24	110.00	3,960.00	3,960.00	-	75.00	2,700.00	2,700.00	-	96.00	3,456.00	3,456.00	-	240.00	8,640.00	8,640.00	-
	b) 300 Brunson Blvd – Fire Station #2 – Includes Fertilization, Weed Control	36	225.99	8,135.75	8,135.64	0.11	110.00	3,960.00	3,960.00	-	65.00	2,340.00	2,340.00	-	96.00	3,456.00	3,456.00	-	210.00	7,560.00	7,560.00	-
	c) 3505 Highway 524 – Fire Station #3 – Includes Fertilization, Weed Control	36	202.41	7,286.90	7,286.76	0.14	110.00	3,960.00	3,960.00	-	65.00	2,340.00	2,340.00	-	176.00	6,336.00	6,336.00	-	270.00	9,720.00	9,720.00	-
	d) 114 First Street – Old Fire Station #1	36	94.20	3,391.30	3,391.20	0.10	110.00	3,960.00	3,960.00	-	40.00	1,440.00	1,440.00	-	32.00	1,152.00	1,152.00	-	210.00	7,560.00	7,560.00	-
	e) 2003 Michigan Avenue – Old Fire Station #3 / Include field out back behind gate	36	120.04	4,321.62	4,321.44	0.18	155.00	5,580.00	5,580.00	-	75.00	2,700.00	2,700.00	-	80.00	2,880.00	2,880.00	-	240.00	8,640.00	8,640.00	-
2	Police Department – 1226 W. King Street / Include Pond to the west / Controlled Access – Includes Fertilization, Weed Control	36	212.53	7,651.26	7,651.08	0.18	262.00	9,432.00	9,432.00	-	80.00	2,880.00	2,880.00	-	182.40	6,566.40	6,566.40	(0.00)	270.00	9,720.00	9,720.00	-
3	Cocoa Boulevard / U.S. 1 Medians and Rights of Way, Weed Control	36	462.48	16,649.50	16,649.28	0.22	1845.00	66,420.00	66,420.00	-	2669.00	96,084.00	96,084.00	-	2048.00	73,728.00	73,728.00	-	1200.00	43,200.00	43,200.00	-
4	Clearlake Rd Rights of Way – Dixon Blvd to Industry Road, Weed Control	26	640.36	16,649.50	16,649.36	0.14	255.00	6,630.00	6,630.00	-	265.00	6,890.00	6,890.00	-	480.00	12,480.00	12,480.00	-	720.00	18,720.00	18,720.00	-
5	Harry T. Moore Center & Museum – 307 Blake Ave, Weed Control	36	214.39	7,718.26	7,718.04	0.22	505.00	18,180.00	18,180.00	-	55.00	1,980.00	1,980.00	-	128.00	4,608.00	4,608.00	-	360.00	12,960.00	12,960.00	-
6	Cemeteries																					
	a) Pinecrest Cemetery – 815 Clearlake Road	36	171.34	6,168.50	6,168.24	0.26	250	9,000.00	9,000.00	-	125	4,500.00	4,500.00	-	160	5,760.00	5,760.00	-	270	9,720.00	9,720.00	-
	b) Evergreen Cemetery – 816 Clearlake Road	36	90.24	3,248.71	3,248.64	0.07	250	9,000.00	9,000.00	-	65	2,340.00	2,340.00	-	160	5,760.00	5,760.00	-	180	6,480.00	6,480.00	-
	c) Hilltop Cemetery – 301 N. Cocoa Boulevard	36	282.65	10,175.62	10,175.40	0.22	250	9,000.00	9,000.00	-	175	6,300.00	6,300.00	-	160	5,760.00	5,760.00	-	360	12,960.00	12,960.00	-
	d) Cocoa Cemetery – 101 N. Cocoa Boulevard	36	263.92	8,501.16	9,501.12	(999.96)	250	9,000.00	9,000.00	-	125	4,500.00	4,500.00	-	160	5,760.00	5,760.00	-	360	12,960.00	12,960.00	-
7	B.A. Morse Park / Emma Jewel Storm Water Pond – 901 Barbara Jenkins St.	36	160.95	5,794.51	5,794.20	0.31	150	5,400.00	5,400.00	-	100	3,600.00	3,600.00	-	160	5,760.00	5,760.00	-	420	15,120.00	15,120.00	-
				116,572.39	$ 117,569.96	(997.57)		163,482.00	$ 163,482.00	-		140,594.00	$ 140,594.00	-		143,462.40	$ 143,462.40	(0.00)		183,960.00	$ 183,960.00	-
#2	Twice a month Oct 1st to July 31 / Threes times a month August and September except for King Street																					
8	Water Field Operations – 351 Shearer Blvd / Include Fleet Maintenance @ 301 Shearer Blvd, Weed Control	26	785.25	20,416.60	20,416.50	0.10	505.00	13,130.00	13,130.00	-	-	-	-	-	256.00	6,656.00	6,656.00	-	450.00	11,700.00	11,700.00	-
9	King Street / S.R. 520 Medians and Rights of Way, Weed Control	36	935.99	33,695.66	33,695.64	0.02	1,095.00	39,420.00	39,420.00	-	-	-	-	-	960.00	24,960.00	34,560.00	(9,600.00)	1,200.00	43,200.00	43,200.00	-
10	Rosetine St. Rights of Way from Range Road to Church on S. side and EFSC on the N. side	26	408.50	10,621.00	10,621.00	-	605.00	15,730.00	15,730.00	-	-	-	-	-	480.00	12,480.00	12,480.00	-	270.00	7,020.00	7,020.00	-
11	Range Rd Rights of Way from City Limits on South side North to transition into Michigan Ave	26	381.52	9,919.67	9,919.52	0.15	605.00	15,730.00	15,730.00	-	-	-	-	-	480.00	12,480.00	12,480.00	-	450.00	11,700.00	11,700.00	-
12	Michigan Ave Rights of Way from Clearlake Rd west to Range Road. Includes larger section curve to Range	26	469.45	12,205.74	12,205.70	0.04	605.00	15,730.00	15,730.00	-	-	-	-	-	224.00	5,824.00	5,824.00	-	270.00	7,020.00	7,020.00	-
13	Lee Wenner Park – 300 Riveredge Blvd	26	667.53	17,356.00	17,355.78	0.22	405.00	10,530.00	10,530.00	-	-	-	-	-	640.00	16,640.00	16,640.00	-	360.00	9,360.00	9,360.00	-
14	Highway 524 Rights of Way from Industry Road to Cox Road	26	952.19	24,757.00	24,756.94	0.06	605.00	15,730.00	15,730.00	-	-	-	-	-	1,280.00	33,280.00	33,280.00	-	1,200.00	31,200.00	31,200.00	-
15	Gray Rd. Rights of Way from City Limits to Hooper Rd	26	123.50	3,211.00	3,211.00	-	605.00	15,730.00	15,730.00	-	-	-	-	-	224.00	5,824.00	5,824.00	-	270.00	7,020.00	7,020.00	-
16	Hooper Rd. Rights of Way from Gray Rd to Range Rd	26	117.46	3,054.00	3,053.96	0.04	605.00	15,730.00	15,730.00	-	-	-	-	-	192.00	4,992.00	4,992.00	-	270.00	7,020.00	7,020.00	-
17	Cocoa Conservation Area – 1714 Cocoa Bay Blvd.	26	171.00	4,446.00	4,446.00	-	605.00	15,730.00	15,730.00	-	-	-	-	-	288.00	7,488.00	7,488.00	-	150.00	3,900.00	3,900.00	-
18	London Blvd Rights of Way + Open Field by lift station	26	305.30	7,938.00	7,937.80	0.20	225.00	5,850.00	5,850.00	-	-	-	-	-	576.00	14,976.00	14,976.00	-	150.00	3,900.00	3,900.00	-
19	North Road Rights of Way	26	385.30	10,018.00	10,017.80	0.20	605.00	15,730.00	15,730.00	-	-	-	-	-	192.00	4,992.00	4,992.00	-	150.00	4,680.00	3,900.00	780.00
				157,638.67	$ 157,637.64	1.03		194,770.00	$ 194,770.00	-		-	-	-		150,592.00	$ 160,192.00	(9,600.00)		147,720.00	$ 146,940.00	780.00
#3	Twice a month Oct 1st to July 31 / Threes times a month August and September																					
20	Peachtree Street Rights of Way – Forrest Ave to Pineda St	26	580.25	15,086.66	15,086.50	0.16	605.00	15,730.00	15,730.00	-	-	-	-	-	272.00	7,072.00	7,072.00	-	120.00	3,120.00	3,120.00	-
21	Museum – 2201 Michigan Avenue	26	266.98	6,941.58	6,941.48	0.10	305.00	7,930.00	7,930.00	-	-	-	-	-	160.00	4,160.00	4,160.00	-	450.00	11,700.00	11,700.00	-
22	Bernard Easement – 533 Bernard St	26	89.30	2,321.80	2,321.80	0.00	126.00	3,276.00	3,276.00	-	-	-	-	-	128.00	3,328.00	3,328.00	-	120.00	3,120.00	3,120.00	-
23	N. Fiske ROW from Dixon to Anderson Park	26	446.61	11,611.96	11,611.86	0.10	505.00	13,130.00	13,130.00	-	-	-	-	-	288.00	7,488.00	7,488.00	-	120.00	3,120.00	3,120.00	-
24	S. Fiske ROW from Rosa L Jones Dr to King St (SR 520)	26	171.00	4,446.00	4,446.00	-	505.00	13,130.00	13,130.00	-	-	-	-	-	160.00	4,160.00	4,160.00	-	120.00	3,120.00	3,120.00	-
25	Cocoa Lakes Dr. Rights of Way from Michigan Ave. to Private Development	26	171.00	4,446.00	4,446.00	-	950.00	24,700.00	24,700.00	-	-	-	-	-	128.00	3,328.00	3,328.00	-	90.00	2,340.00	2,340.00	-
26	Jackson St. Rights of Way from S. Varr Ave to City Limits near 505 Abbey Lane	26	251.79	6,546.79	6,546.54	0.25	505.00	13,130.00	13,130.00	-	-	-	-	-	112.00	2,912.00	2,912.00	-	120.00	3,120.00	3,120.00	-
27	Jackson St. easement that runs from Jackson St. south to Rosa L. Jones Drive	26	76.00	1,976.00	1,976.00	-	505.00	13,130.00	13,130.00	-	-	-	-	-	224.00	5,824.00	5,824.00	-	120.00	3,120.00	3,120.00	-
28	Forrest Ave. Rights of Way from Willard St. north to N. Cocoa Blvd. (U.S. 1)	26	362.81	9,433.29	9,433.06	0.23	605.00	15,730.00	15,730.00	-	-	-	-	-	320.00	8,320.00	8,320.00	-	180.00	4,680.00	4,680.00	-
29	Bracco Pond Parking – 950 Plaza Parkway	26	176.46	4,588.00	4,587.96	0.04	1,410.00	36,660.00	36,660.00	-	-	-	-	-	160.00	4,160.00	4,160.00	-	120.00	3,120.00	3,120.00	-
				67,398.08	$ 67,397.20	0.88		156,546.00	$ 156,546.00	-		-	-	-		50,752.00	$ 50,752.00	-		40,560.00	$ 40,560.00	-
#4	Twice a month Oct 1st to July 31 / Threes times a month August and September																					
30	Stone Street Rights of Way – S. Fiske Blvd to Railroad Tracks	26	382.88	9,955.00	9,954.88	0.12	275.00	7,150.00	7,150.00	-	285.00	7,410.00	7,410.00	-	256.00	6,656.00	6,656.00	-	150.00	3,900.00	3,900.00	-
31	Pineda St. Rights of Way from Peachtree St. to Dixon Blvd	26	304.00	7,904.00	7,904.00	-	402.00	10,452.00	10,452.00	-	385.00	10,010.00	10,010.00	-	384.00	9,984.00	9,984.00	-	120.00	3,600.00	3,120.00	480.00
32	Townsend Rd Rights of Way from S.R. 520 north to last property. Include Pond on East side near 1st curve	26	190.00	4,940.00	4,940.00	-	1,210.00	31,460.00	31,460.00	-	650.00	16,900.00	16,900.00	-	384.00	9,984.00	9,984.00	-	210.00	5,460.00	5,460.00	-
33	Dixon Blvd. Rights of Way from N. Indian River Dr. to Clearlake Road	26	501.30	13,034.00	13,033.80	0.20	680.00	17,680.00	17,680.00	-	650.00	16,900.00	16,900.00	-	512.00	13,312.00	13,312.00	-	480.00	12,480.00	12,480.00	-
34	Residential Lots																					
	a) 1043 Peachtree St.	26	44.95	1,168.94	1,168.70	0.24	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-

Group	Twice a month Oct. 1st to April 30th / 4 times a month from May 1st to Sept. 30	Brightview Landscaping					Airboat Addicts, Inc.				Perfect Lawn & Tree Service				U.S. Lawns				Trimac Outdoor			
		Cuts	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference	Price Per Cut	Vendor Total - Attachment "F"	Bid Verification	Difference
	b) 801 Eden ST	26	36.21	941.51	941.46	0.05	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	c) 1101 Avon St	26	30.64	796.84	796.64	0.20	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	d) 1970 Furman Ct	26	29.23	760.11	759.98	0.13	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	e) 1050 Bellefonte Ave	26	25.57	665.03	664.82	0.21	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	f) 712 Stone St	26	32.17	836.47	836.42	0.05	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	g) 619 Stone St	26	25.61	665.96	665.86	0.10	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	h) 437 Satsuma St	26	20.14	523.86	523.64	0.22	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	i) 629 S Georgia Ave	26	26.00	676.06	676.00	0.06	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	j) 1059 Olive St	26	25.85	672.22	672.10	0.12	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	k) 514 S Wilson Ave	26	30.04	781.25	781.04	0.21	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	l) 1408 Donna Ave	26	32.47	844.25	844.22	0.03	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	m) 1204 Cambridge St	26	52.74	1,371.46	1,371.24	0.22	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	n) 1110 Grove Ave	26	29.94	778.60	778.44	0.16	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
	o) 2019 N Cocoa Blvd	26	92.98	2,417.48	2,417.48	-	55.00	1,430.00	1,430.00	-	46.75	1,215.50	1,215.50	-	43.20	1,123.20	1,123.20	-	60.00	1,560.00	1,560.00	-
				49,733.04	$ 49,730.72	2.32		88,192.00	$ 88,192.00	-		69,452.50	$ 69,452.50	-		56,784.00	$ 56,784.00	-		48,840.00	$ 48,360.00	480.00
	Total All Groups				345,022.28				602,990.00				210,046.50				411,190.40				419,820.00	

P-21-26-COC Price Proposal Bid Verification Sheet - BY GROUP AREAS

	Brightview Landscaping	Airboat Addicts	Perfect Lawn & Tree Serv.	U.S. Lawns	Trimac Outdoor
Group Area 1	$ 117,569.96	$ 163,482.00	$ 140,594.00	$ 143,462.40	$ 183,960.00
Group Area 2	$ 157,637.64	$ 194,770.00	$ -	$ 160,192.00	$ 146,940.00
Group Area 3	$ 67,397.20	$ 156,546.00	$ -	$ 50,752.00	$ 40,560.00
Group Area 4	$ 49,730.72	$ 88,192.00	$ 69,452.50	$ 56,784.00	$ 48,360.00
Total All Groups	$ 392,335.52	$ 602,990.00	$ 210,046.50	$ 411,190.40	$ 419,820.00

Prepared by D. Kozlak & C. Savage 08/16/21

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division: 3520 - Beautification
Bid / RFP / RFQ #: RFP # 21-26-COC City of Cocoa, Contract Mowing Services Areas 2 & 3	Project # N/A
Awarded To: US Lawns	Scope of Work or Services: Provide complete mowing and assorted landscape maintenance services across four groups of locations within the City of Cocoa City Limits. Work to begin October 1, 2021, and complete September 30, 2022. Base Three Year Contract with two each one-year renewals.
Address / City / State / Zip: 374 Commerce Parkway, Rockledge, FL 32955	Phone / Fax #'s: (321) 636 - 0655
Purchase / Contract Amount: $210,944.00	Date of Award Notification: September 28, 2021
Title / Position (Print) Beautification Manager - Gary Palmer	Signature Gary Palmer

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Public Works	Division: 3520 - Beautification
Bid / RFP / RFQ #: RFP # 21-26-COC City of Cocoa, Contract Mowing Services Areas 1 & 4	Project # N/A
Awarded To: Perfection Lawn & Tree Services	Scope of Work or Services: Provide complete mowing and assorted landscape maintenance services across four groups of locations within the City of Cocoa City Limits. Work to begin October 1, 2021, and complete September 30, 2022. Base Three Year Contract with two each one-year renewals.
Address / City / State / Zip: 1025 W. 12th Street, Sanford, FL 32771	Phone / Fax #'s: (407) 314 - 4374
Purchase / Contract Amount: $197,914.90	Date of Award Notification: September 28, 2021
Title / Position (Print) Beautification Manager - Gary Palmer	Signature Gary Palmer

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

EXHIBIT 1

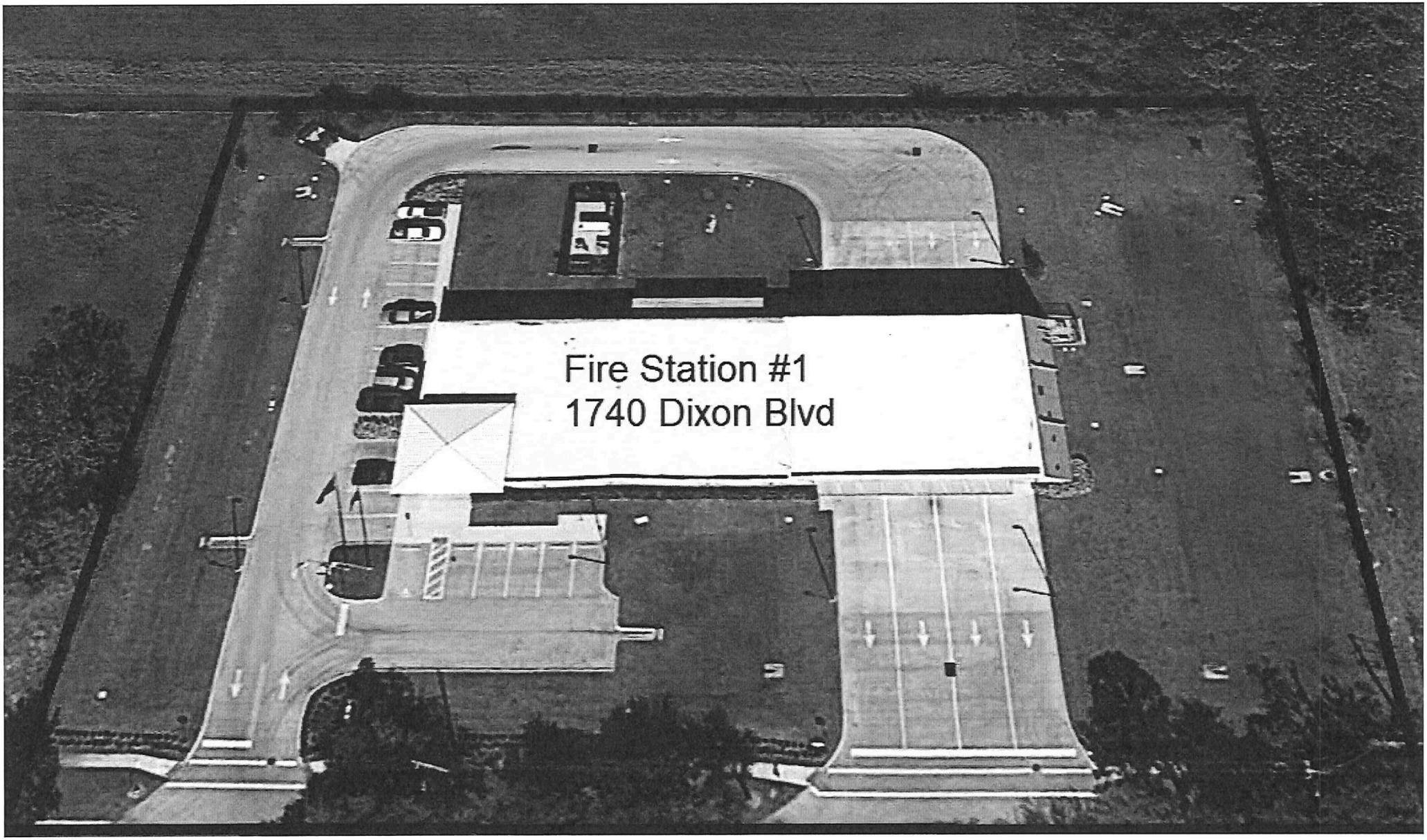


EXHIBIT 2



EXHIBIT 3



EXHIBIT 4



EXHIBIT 5

EXHIBIT 6

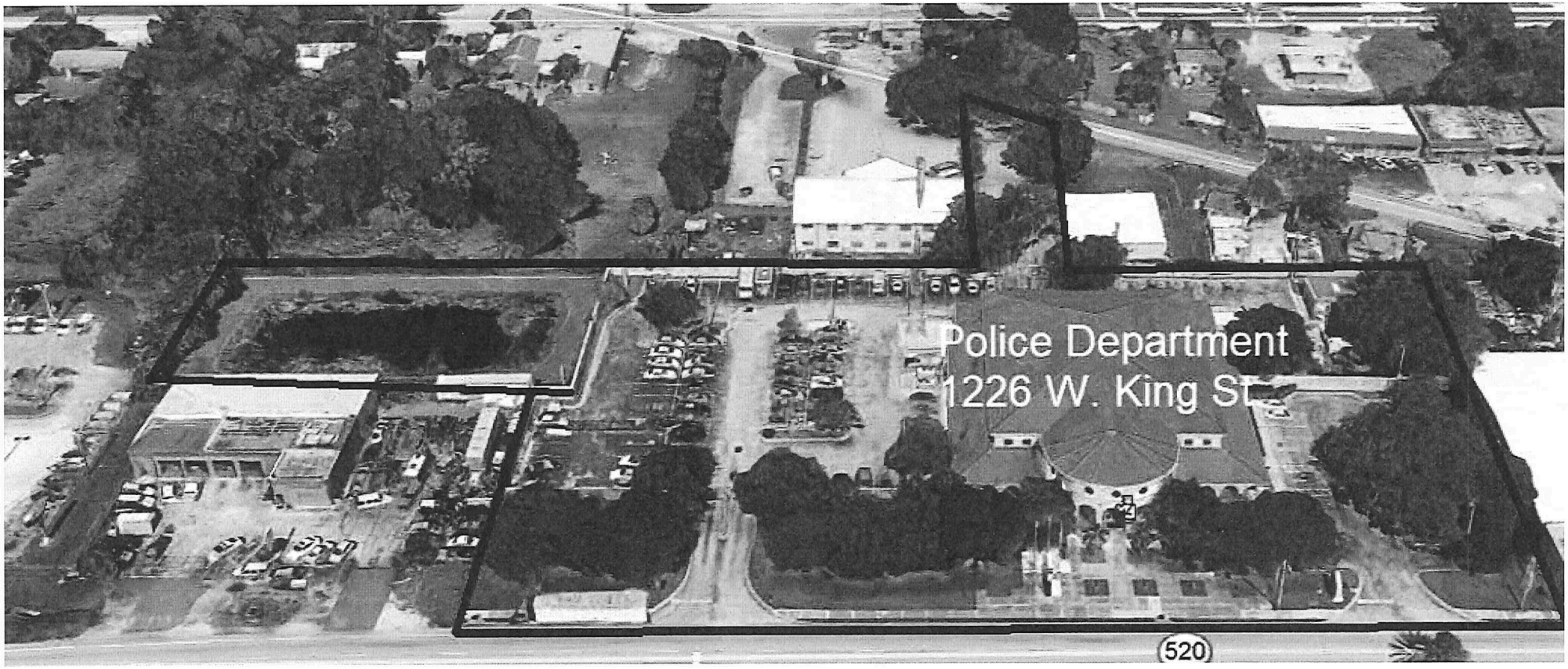


EXHIBIT 7

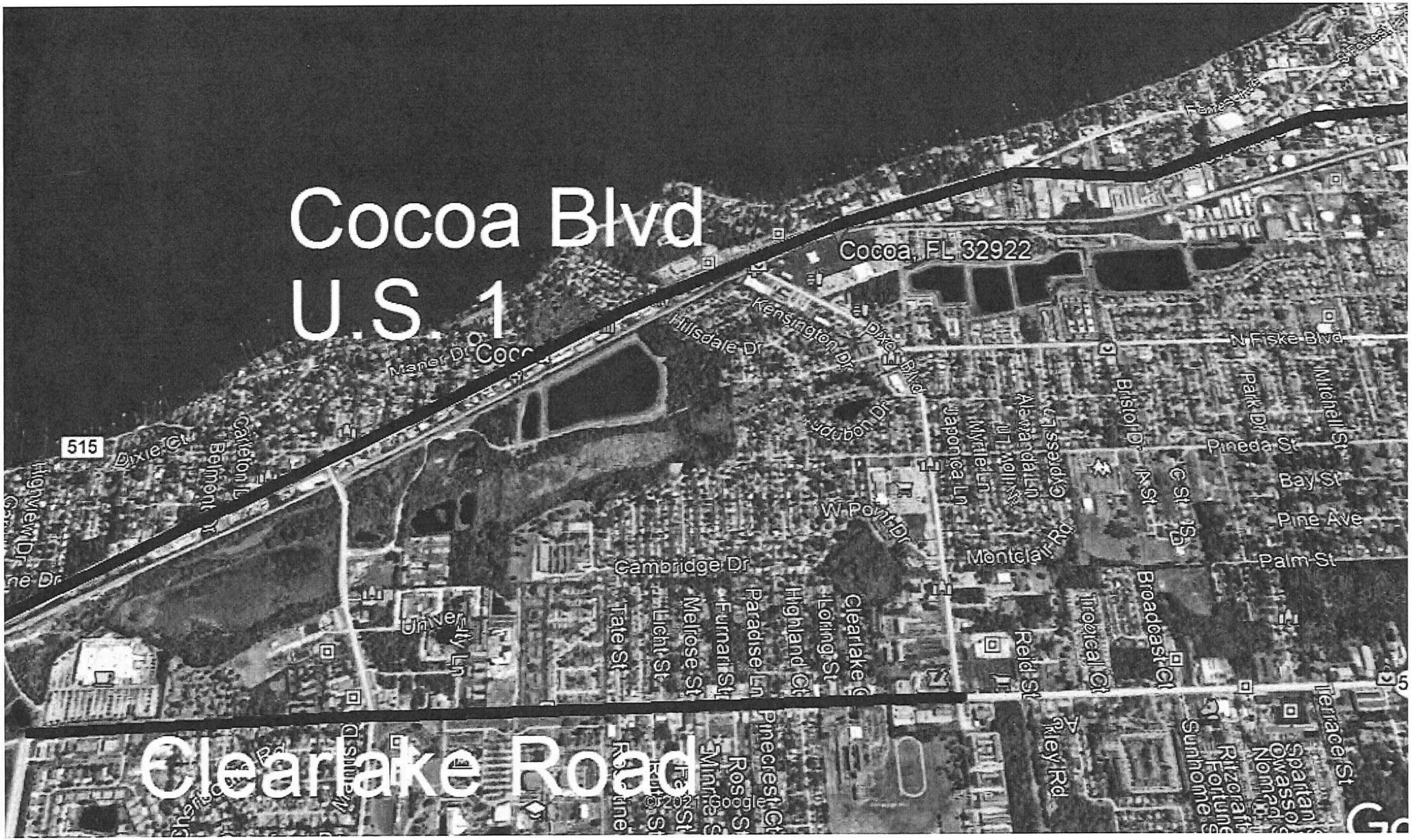

Cocoa Blvd
U.S. 1
Cocoa, FL 32922
Clearlake Road
515
Hillsdale Dr
Kensington Dr
Dixie Blvd
N Fiske Blvd
Bristol Dr
Park Dr
Mitchell St
Pineda St
Bay St
Pine Ave
Palm St
Terrace St
Cambridge Dr
W Point Dr
Montclair Dr
Japonica Ln
Myrtle Ln
Alexandra Ln
Cypress Ln
Tate St
Light St
Melrose St
Furnari St
Paradise Ln
Highland Ct
Loring St
Clearlake
Reid St
Tropical Ct
Broadcast Ct
Riley Rd
Dixie Ct
Belmont
Highview Dr
University Ln

EXHIBIT 8

Attachment

Cocoa Boulevard (U.S. 1) Medians

Median #			Square Feet	Polygon Acreage	Planting Square Feet	Planting Acreage
1	Just south of Rosa L Jones Dr. - shared	Concrete / Landscape	2,700	0.06	1,183	0.03
2	Just north of Rosa L Jones Dr.	Concrete	3,675	0.08		
3	Factory Street	Landscape	1,100	0.03	1,100	0.03
4	Orange Street heading south	Concrete / Landscape	3,348	0.08	1,600	0.04
5	S.R. 520 heading south including Stone Street	Concrete / Landscape	5,653	0.13	1,150	0.03
6	NE corner at intersection of U.S. 1 and S.R. 520	Landscape	2,247	0.05	2,247	0.05
7	SE corner at intersection of U.S. 1 and S.R. 520	Landscape	1,800	0.04	1,800	0.04
8	NW corner at intersection of U.S. 1 and S.R. 520	Landscape	2,950	0.07	2,950	0.07
9	SW corner at intersection of U.S. 1 and S.R. 520	Landscape	2,709	0.06	2,709	0.06
10	S.R. 520 heading north to Peachtree St. includes	Concrete / Landscape	4,817	0.11	920	0.02
11	Peachtree Street to Pine Street	Concrete / Landscape	5,820	0.13	1,146	0.03
12	At Pine Street	Landscape	280	0.01	280	0.01
13	Pine Street to Brunson Boulevard	Concrete	2,612	0.06		
14	Brunson Boulevard to Olive Street	Concrete / Landscape	8,200	0.19	3,105	0.07
15	At Olive Street	Concrete	190	0.00		
16	Olive Street to Grimes Street	Concrete / Landscape	3,350	0.08	765	0.02
17	Grimes Street to 834 North Cocoa Boulevard	Concrete / Landscape	4,101	0.09	1,245	0.03
18	At 834 North Cocoa Boulevard	Landscape	1,300	0.03	1,300	0.03
19	834 North Cocoa Boulevard to Forrest Avenue	Concrete / Landscape	5,279	0.12	842	0.02
20	At Forrest Avenue, including additional landscape east in right of way	Landscape	20,181	0.46	20,181	0.46
21	Forrest Avenue to 901 North Cocoa Boulevard	Concrete / Landscape	6,711	0.15	1,155	0.03
22	901 North Cocoa Boulevard to 941 North Cocoa Blvd	Concrete / Landscape	7,571	0.17	5,000	0.11
23	At 941 North Cocoa Boulevard	Landscape	903	0.02	903	0.02
24	941 North Cocoa Boulevard to 1003 North Cocoa Blvd	Concrete / Landscape	7,519	0.17	1,500	0.03
25	At 1003 North Cocoa Boulevard	Landscape	1,800	0.04	1,800	0.04
26	1003 North Cocoa Boulevard to Dixon Boulevard	Concrete / Landscape	13,120	0.30	7,100	0.16
27	Additional landscape beds on all four corners of Dixon Boulevard	Landscape	7,265	0.17	7,265	0.17

EXHIBIT 8

Attachment

Cocoa Boulevard (U.S. 1) Medians

Median #			Square Feet	Polygon Acreage	Planting Square Feet	Planting Acreage
28	Dixon Boulevard to 1341 North Cocoa Boulevard	Concrete / Landscape	8,107	0.19	4,356	0.10
29	At 1341 North Cocoa Boulevard	Landscape	2,622	0.06	2,622	0.06
30	1341 North Cocoa Boulevard to 1545 North Cocoa Blvd	Concrete / Landscape	15,915	0.37	8,860	0.20
31	At 1545 North Cocoa Boulevard	Landscape	715	0.02	715	0.02
32	1545 North Cocoa Boulevard to 1609 North Cocoa Blvd	Concrete	5,120	0.12		
33	1609 North Cocoa Boulevard to Bedford Place	Concrete / Landscape	5,110	0.12	2,185	0.05
34	Bedford Place to Berkshire Road	Concrete / Landscape	6,722	0.15	1,166	0.03
35	At Berkshire Road	Landscape	800	0.02	800	0.02
36	Berkshire Road to Michigan Avenue	Concrete / Landscape	6,255	0.14	2,128	0.05
37	Additional landscape beds on all four corners of Michigan Avenue	Landscape	5,789	0.13	5,789	0.13
38	Michigan Avenue to Fairmont Plaza	Concrete / Landscape	4,018	0.09	2,630	0.06
39	At Fairmont Plaza	Landscape	2,094	0.05	2,094	0.05
40	Fairmont Plaza to Bellair Drive	Concrete / Landscape	11,531	0.26	5,748	0.13
41	Bellaire Drive to Skyline Drive	Concrete / Landscape	15,750	0.36	10,200	0.23
42	Skyline Drive to S.R. 528 Eastbound Entrance	Concrete	5,602	0.13		
43	S.R. 528 Eastbound Entrance to S.R. 528 Overpass	Concrete / Landscape	2,900	0.07	511	0.01
44	Additional landscape beds in right of way on east side	Landscape	12,850	0.29	12,850	0.29
45	S.R. 528 Overpass to S.R. 528 Westbound Entrance	Concrete / Landscape	8,018	0.18	8,018	0.18
46	Additional landscape beds in right of way on east side	Landscape	14,706	0.34	14,706	0.34
47	S.R. 528 Westbound Entrance to Highpoint Drive	Concrete / Landscape	4,718	0.11	860	0.02

EXHIBIT 9

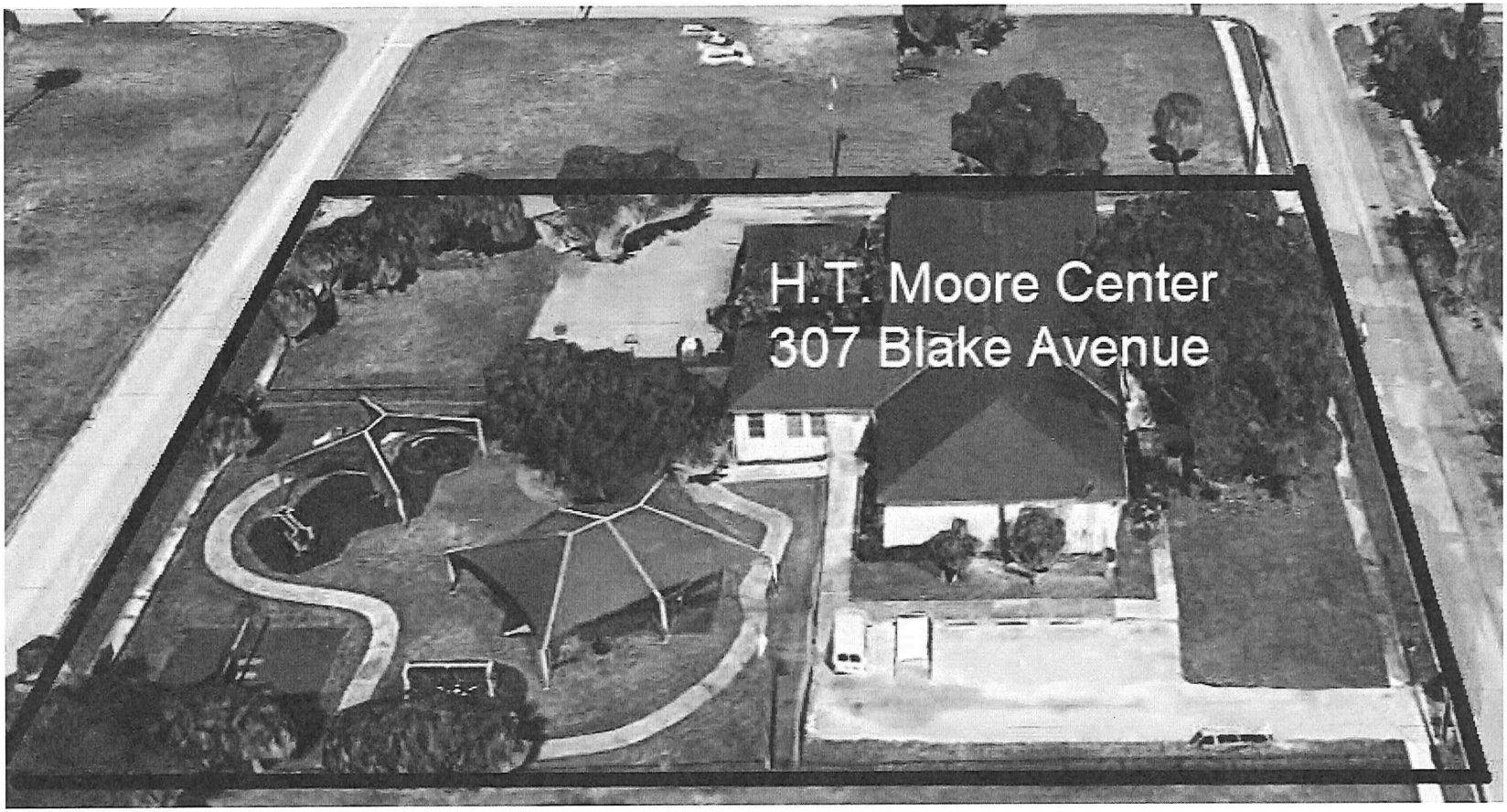


EXHIBIT 10


Pinecrest Cemetery
Ever-Green Cemetery
Flower Mound Ln
Sunhome St
Clearlake Rd
© 2018 Google

EXHIBIT 11


5
Merrill St
Princeton Blvd
N Cocoa Blvd
Hilltop Cemetery
© 2018 Google

EXHIBIT 12



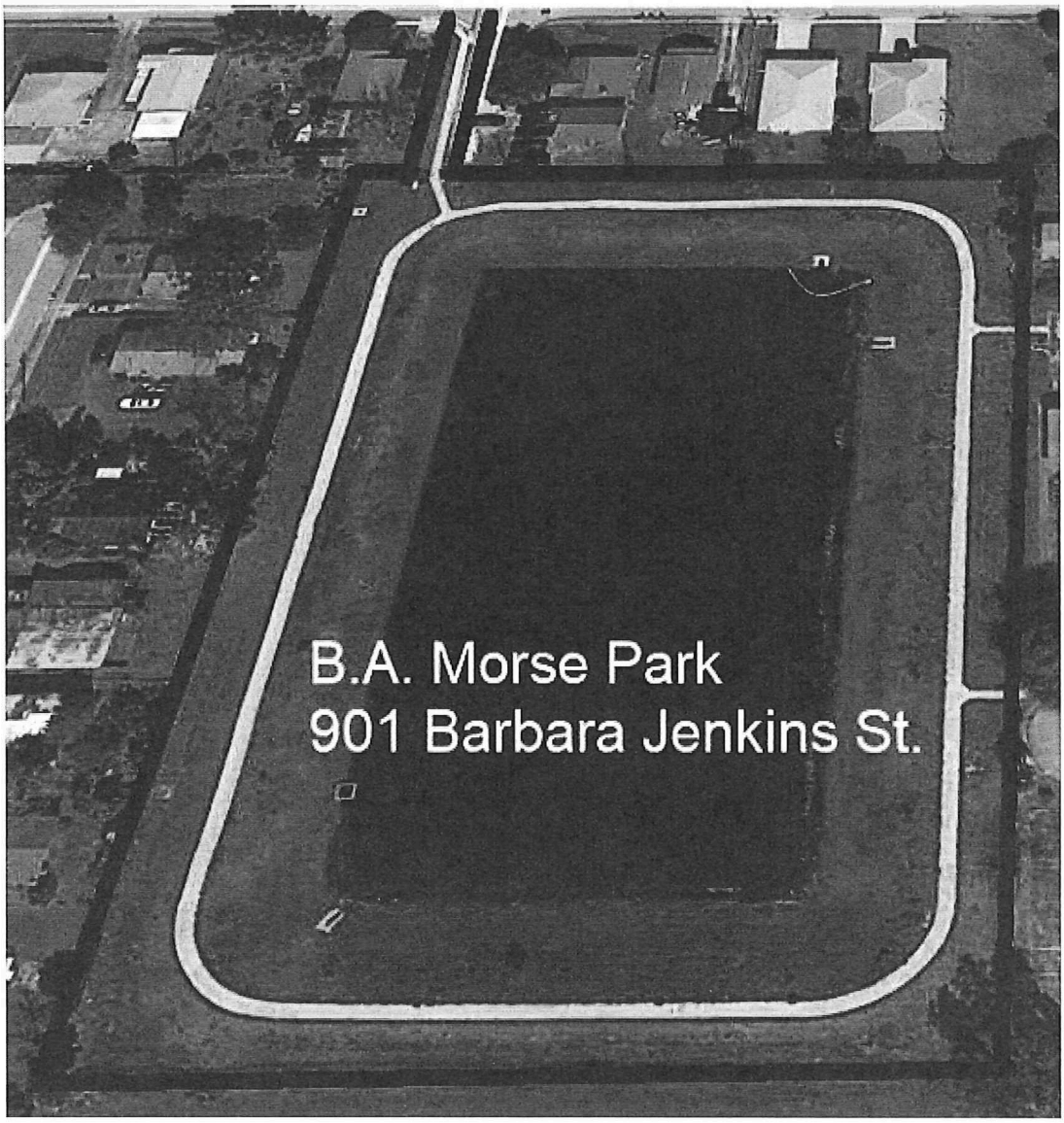


EXHIBIT 13

Water Field Operations
351 Shearer Blvd
School St
N Wilson Ave

EXHIBIT 14

EXHIBIT 15


Fern St
N War Ave
Fiske Blvd/ Peachtree St (SE Corner)
Henery
Peachtree St
Main St
3rd St
Lake Dr
Barlows S/d
Ohio St
S Fiske Blvd
Clark Ct
Blake Ave
St Johns St
519
Collage Park
King Street (S.R. 520)
Medians and Rights of Way
Temple St
Pomolo St
College Park
Davis St
Lemon St
Polaris St
Jackson St
Lucas Ln
1994
28°21'27.42" N 80°44'33.38" W elev 19 ft eye alt 4

EXHIBIT 16

Median #	Location - King Street (S.R. 520) Medians	Attachment	Square Feet	Polygon Acreage	Land Scape	Planting Acreage
1	Aurora Street to 1226 West King Street	Concrete	1,950	0.04		
2	In Front of 1150 West King Street	Turf / Landscape	14,370	0.33	10,430	0.24
3	Between Varr Avenue and Fiske Boulevard	Turf / Landscape	5,940	0.14	2,565	0.06
4	Fiske Boulevard to Blake Avenue	Concrete / Turf / Landscape	16,645	0.38	12,335	0.28
5	Blake Avenue to Wilson Street	Concrete / Turf / Trees	6,926	0.16		
6	Wilson Street Triangle	Concrete	951	0.02		
7	Wilson Street to Washington Avenue	Concrete / Turf / Landscape	4,600	0.11	1,702	0.04
8	Washington Avenue to Rail Road Tracks	Turf	2,500	0.06		
9	Rail Road Tracks to U.S. 1	Concrete & Turf	2,080	0.05		

ROW #	Locations - East Bound King Street Rights of Way		Square Feet	Polygon Acreage		
1	1287 W. King St. including Welcome Sign	Landscape / Turf	3,920	0.09	2178	0.05
2	Aurora Street to Varr Avenue	Sidewalks / Turf	7,841	0.18		
3	Varr Avenue to Fiske Boulevard	Sidewalks / Turf	2,178	0.05		
4	Fiske Boulevard to Blake Avenue	Sidewalks / Turf	8,276	0.19		
5	Blake Avenue to Wilson Street	Sidewalks / Turf	48,787	1.12		
6	Wilson Street to Washington Avenue	Sidewalks / Turf	25,265	0.58		
7	Washington Avenue to Rail Road Tracks	Sidewalks / Turf	14,375	0.33		
8	Rail Road Tracks to U.S. 1	Landscape / Turf / Sidewalks	2,614	0.06	871	0.02

ROW #	Locations - West Bound King Street Rights of Way		Square Feet	Polygon Acreage
1	U.S. 1 to Rail Road Tracks	Sidewalks / Turf	871	0.02
2	Rail Road Tracks to Washington Avenue	Sidewalks / Turf	2,178	0.05
3	Washington Avenue to Wilson Street	Sidewalks / Turf	13,939	0.32
4	Wilson Street to Blake Avenue	Sidewalks / Turf	32,670	0.75
5	Blake Avenue to Fiske Boulevard	Sidewalks / Turf	4,792	0.11
6	Fiske Boulevard to Varr Avenue	Sidewalks / Turf	1,742	0.04
7	Varr Avenue Triangles	Sidewalks / Turf / Trees	2,178	0.05
8	Varr Avenue Triangles to City Limits 1226 W	Sidewalks / Turf	10,890	0.25

EXHIBIT 17

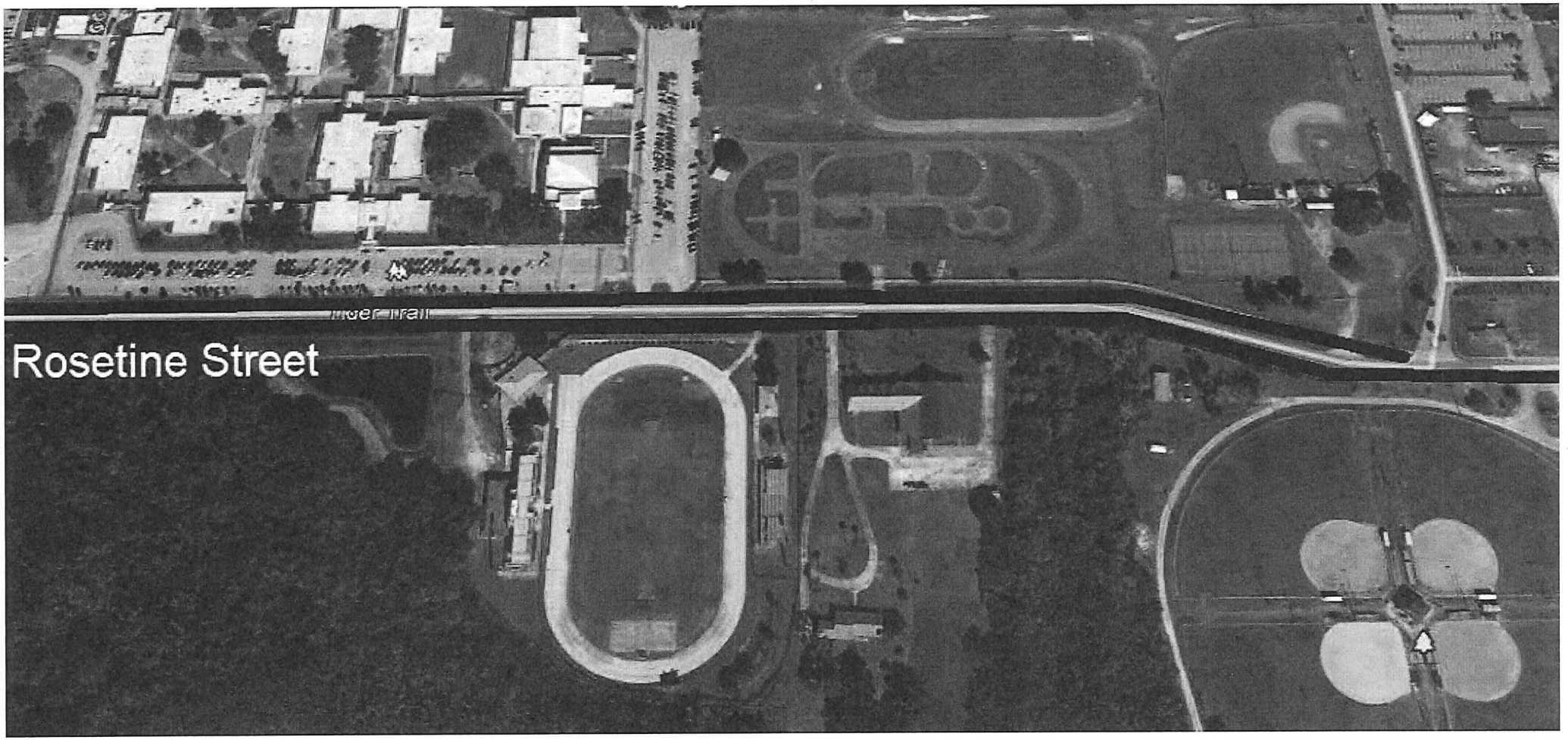


EXHIBIT 18

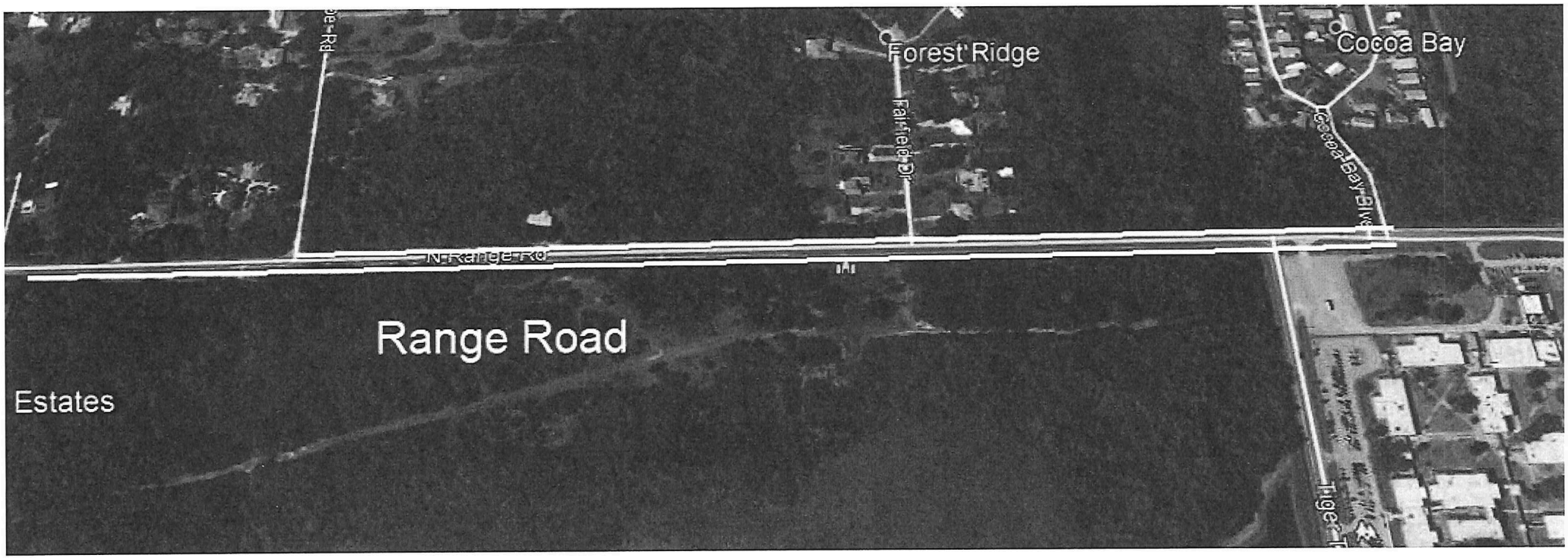

Forest Ridge
Cocoa Bay
Fairfield Dr
Cocoa Bay Blvd
N Range Rd
Range Road
Estates

EXHIBIT 19

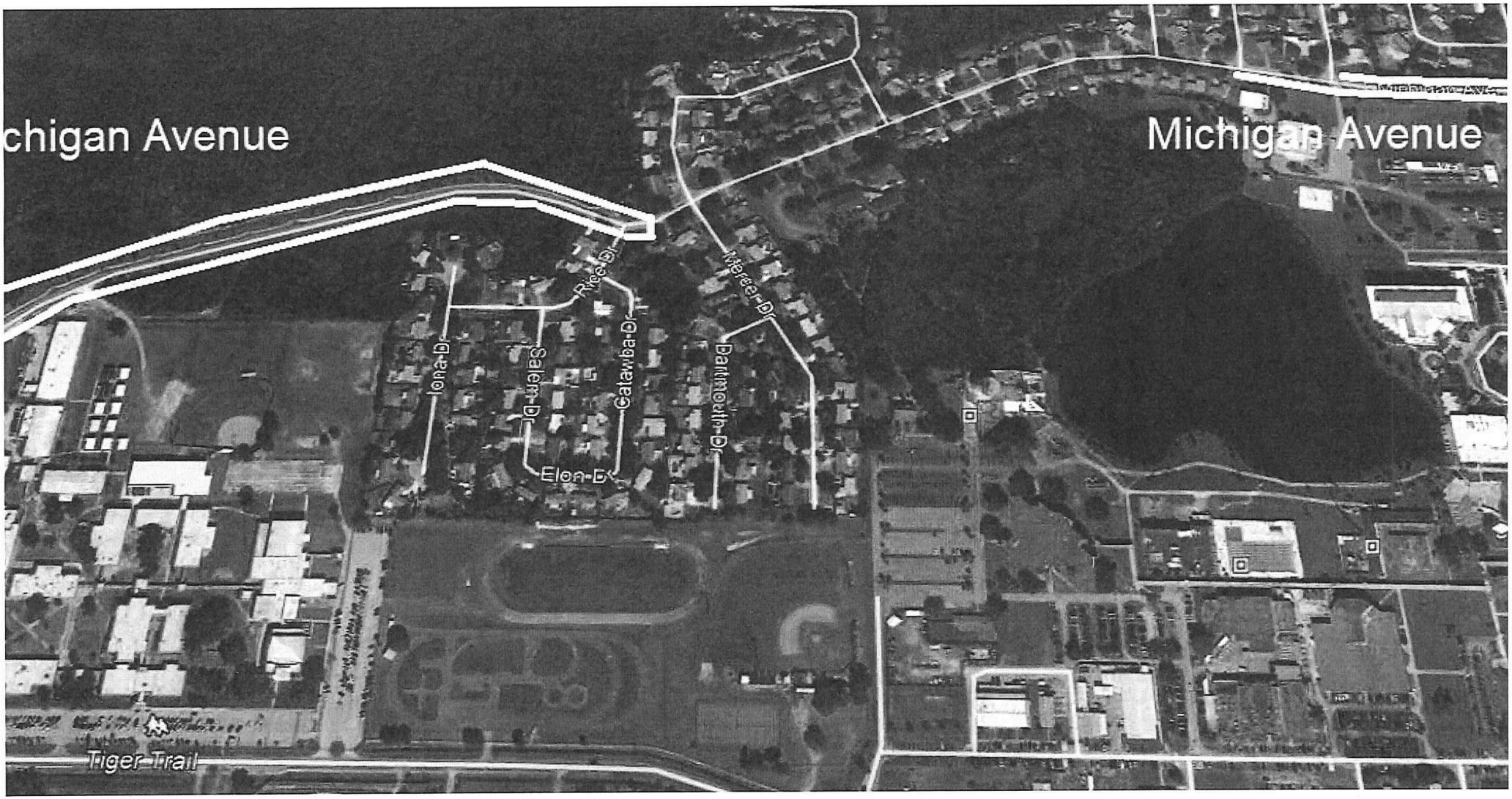

chigan Avenue
Michigan Avenue
Iona Dr
Salem Dr
Ridge Dr
Catawba Dr
Elon Dr
Belmont Dr
Tiger Trail

EXHIBIT 20

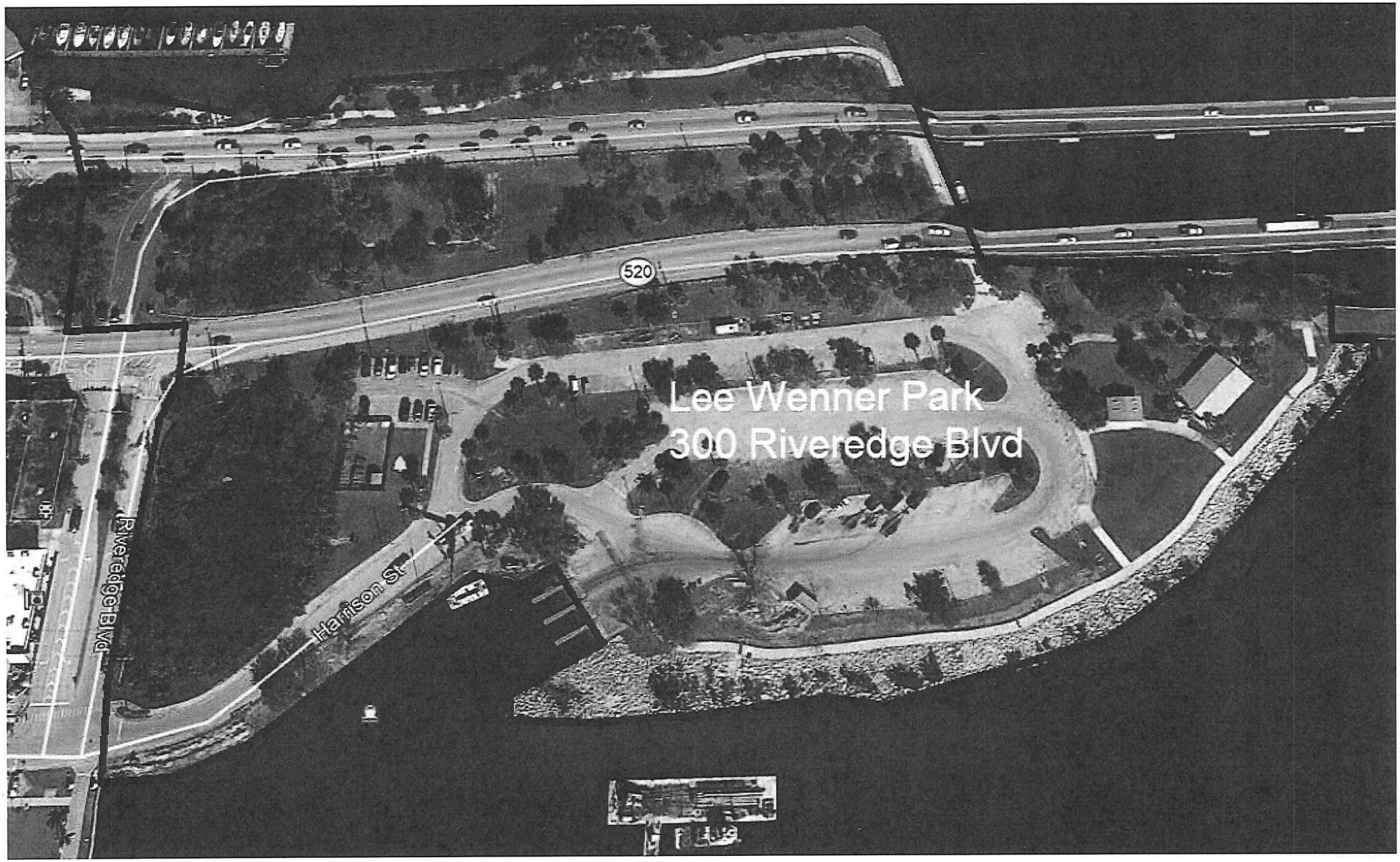

520
Lee Wenner Park
300 Riveredge Blvd
Riveredge Blvd
Harrison St

EXHIBIT 21

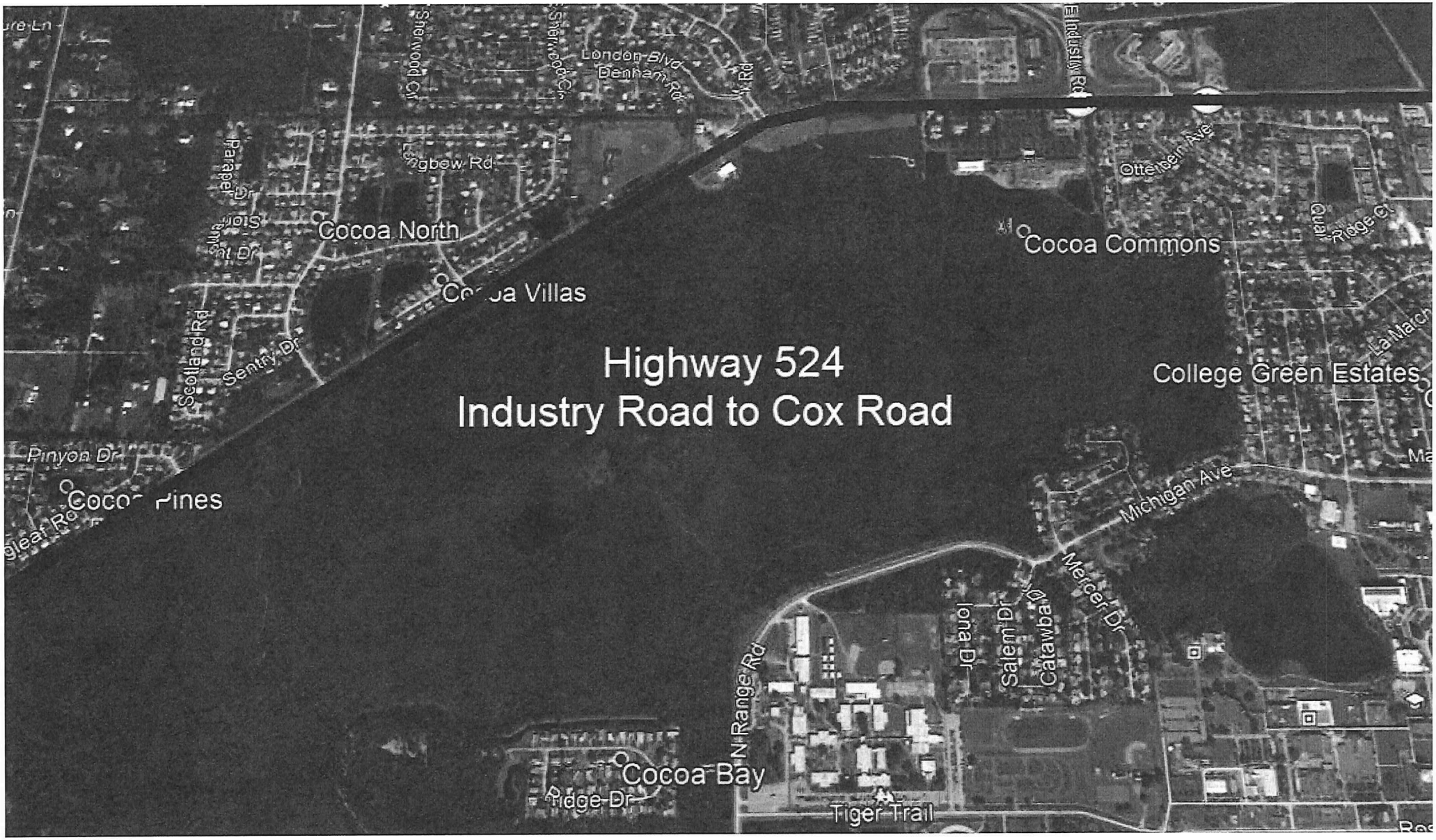

Highway 524
Industry Road to Cox Road
Cocoa North
Cocoa Villas
Cocoa Commons
College Green Estates
Cocoa Pines
Cocoa Bay
Tiger Trail
Sherwood Cir
London Blvd
Denham Rd
Rainbow Rd
Parade Dr
Scotland Rd
Sentry Dr
Pinyon Dr
Ridge Dr
N Range Rd
Iona Dr
Salem Dr
Catawba Dr
Mercer Dr
Michigan Ave
Ottenger Ave
El Industry Rd

EXHIBIT 22

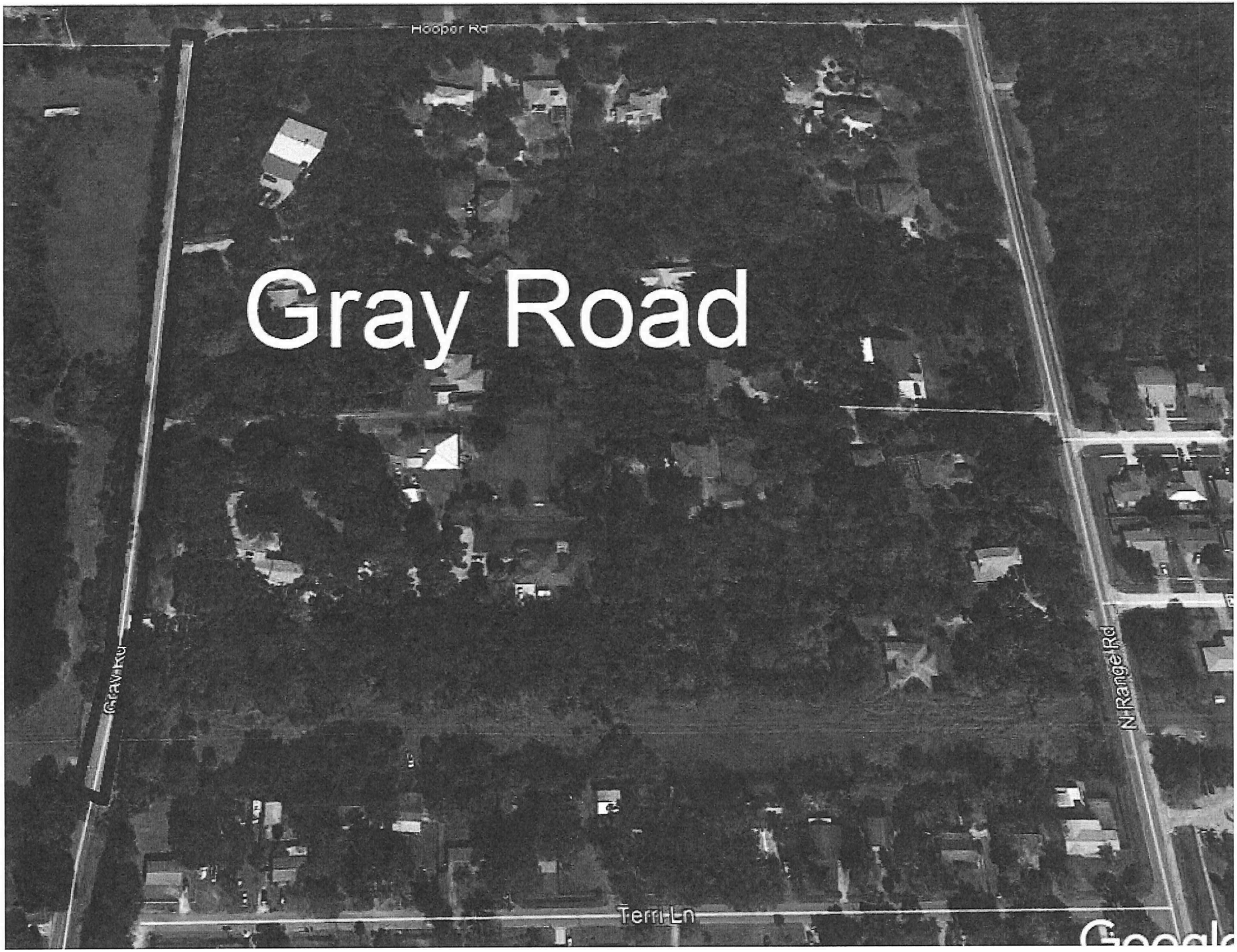


EXHIBIT 23



EXHIBIT 24

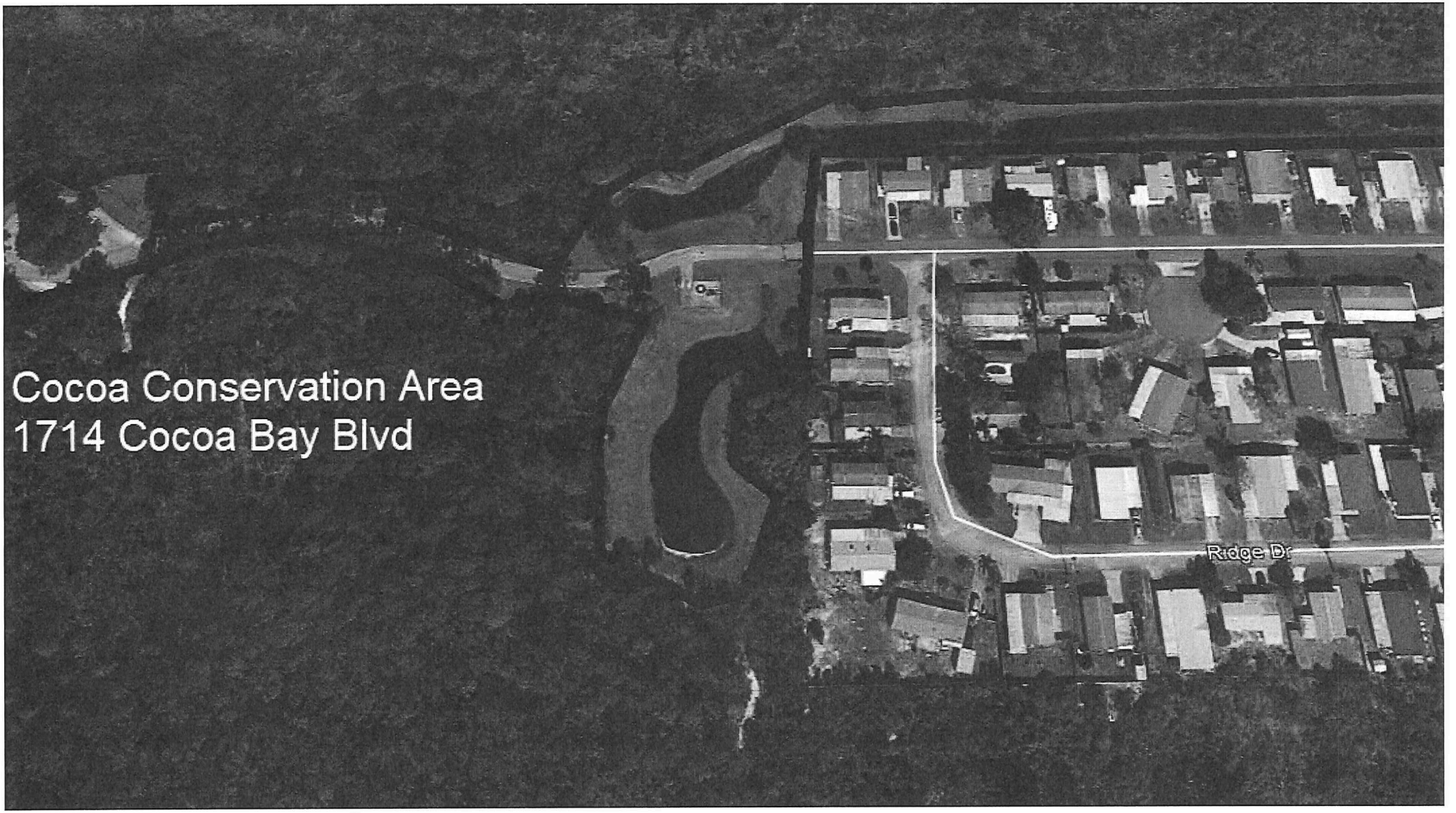


EXHIBIT 25

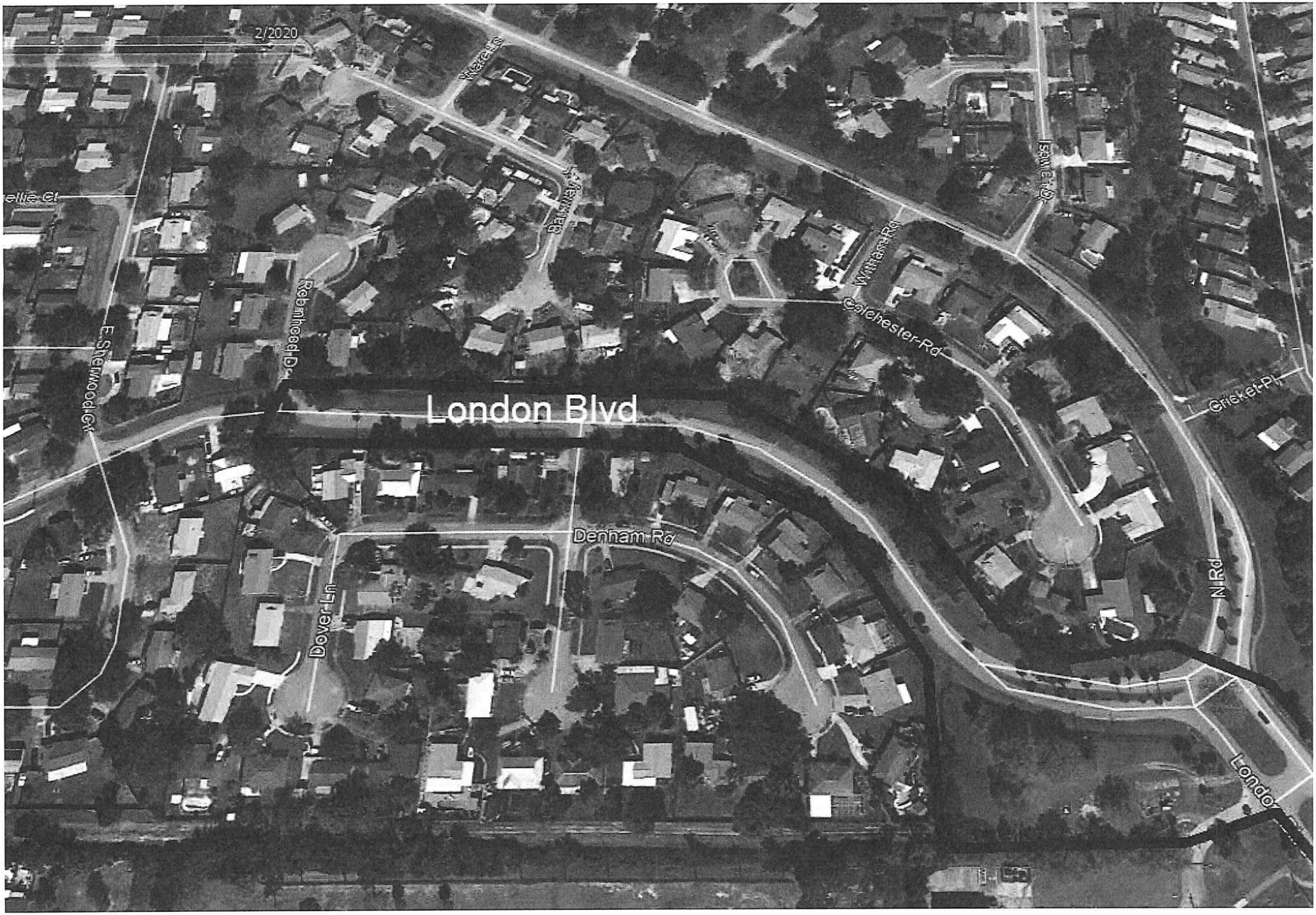

2/2020
London Blvd
Colchester Rd
Denham Rd
Dover Ln
E Sherwood Ct
N Rd
Cricket Pl

EXHIBIT 26

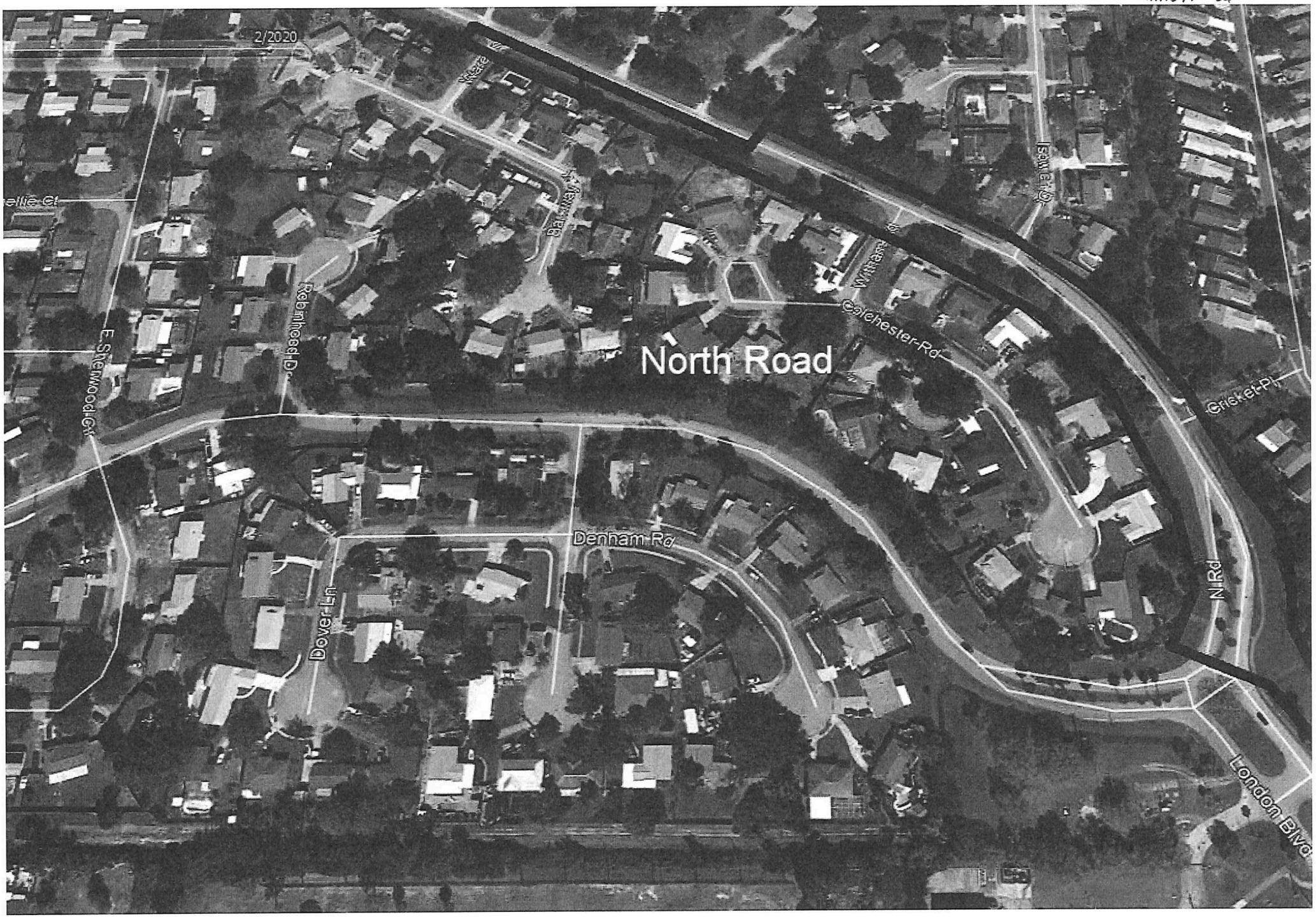

2/2020
North Road
Colchester Rd
Cricket Pl
Rosemead Dr
E Sherwood Ct
Denham Rd
Dover Ln
N Rd
London Blvd

EXHIBIT 27



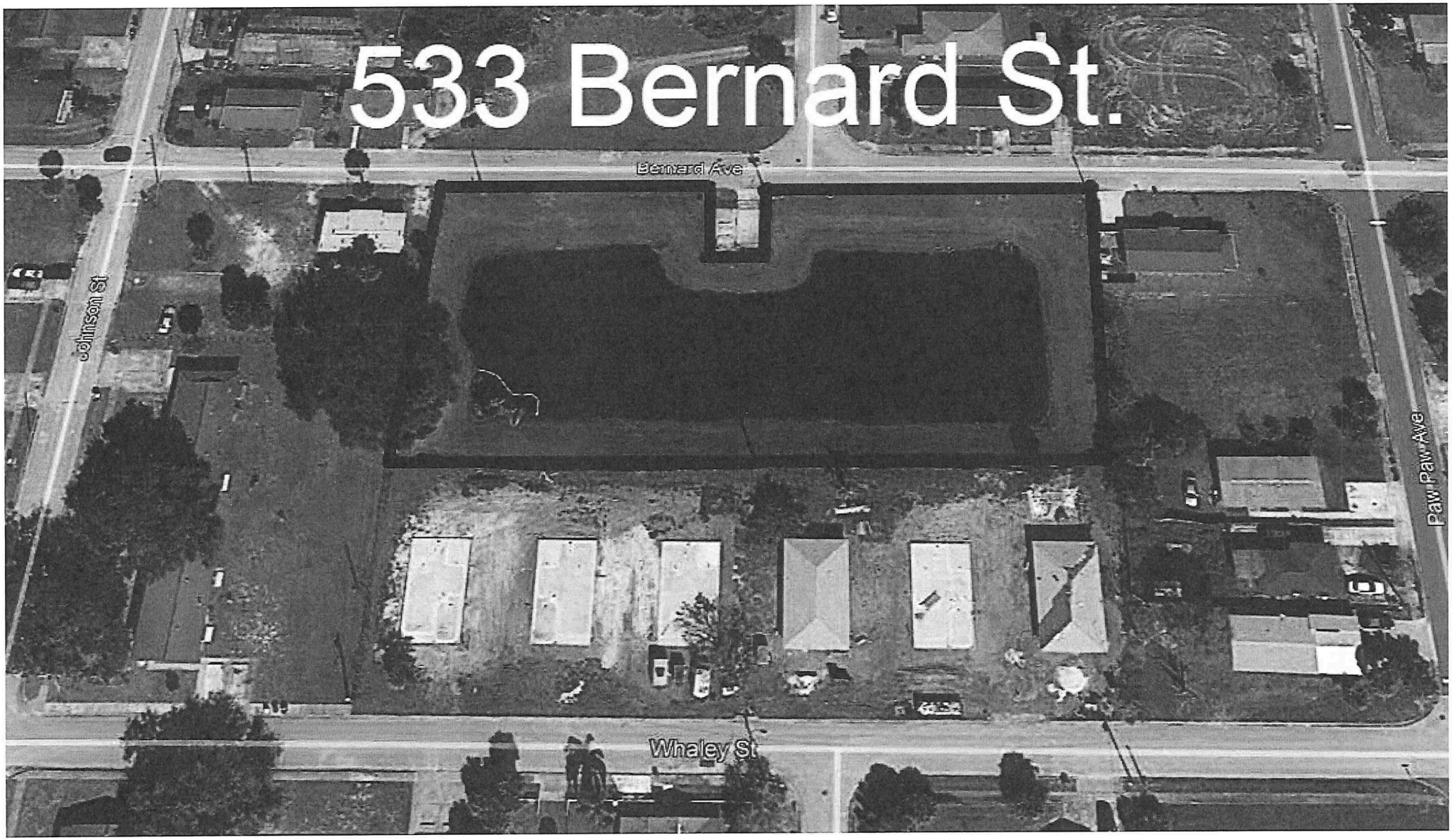
EXHIBIT 28


Grove Ave
N Fiske Blvd
Prospect Ave
Lyrell Ln
Fern St
Peachtree Street
West Half
Ohio St
S Fiske Blvd
Pineapple Ave
Clark Ct
Blake Ave
St Johns

EXHIBIT 29



EXHIBIT 30



Crestview Rd
Crestview
Pineridge
N. Fiske Blvd
Warren Ave
Thomas Ave
Prospect Ave
Park Dr

EXHIBIT 31

EXHIBIT 32



EXHIBIT 32


Jackson Street
Ruth Ave
Thor Ave
Baker St
Jackson St
Ave
1st St
S Georgia Ave
S Carolina Ave

EXHIBIT 34


2/2020
Jackson Street
Easement
Moss Ln
Aurora St
Carissa Ave
Ixora Ave
S Georgia Ave
S Carolina Ave
S Varr Ave

EXHIBIT 35


Forrest Avenue
Forest Hill
Highland Park
Sunset Park
Forest Park
Chittenden And Mitchell
Shaws
Mulberry St
Main St
Legion Ln
Ridgeway Ave
Cocoa Cemetery
Sanders
Sunnyside
Cocoa Riv
Brevard Ave
Delannoy Ave
515
20
5
1
© 2021 Google

EXHIBIT 36



EXHIBIT 37


Sara Lou Acres
Henery
Stone St
520
Kingsley Ave
Village Park
S Wilson Ave
Temple St
Mango Ave
Valencia Ave
Pomolo St
College Park
Satsuma St

EXHIBIT 38


Cocoa, FL 32922
Crestview Acres
Pineridge
Cocoa Heights
Cocoa Modern Manors
Hendry Gardens
W Highland Dr
Pineda St
Royal Garden Homes
Cocoa Indust
Bellefonte Ave
Broadmoor Acres
Broadmoor Dr
Eden St
Bay St
Grove Ave
N Fiske B
Sara Lou Acres
© 2021 Google

EXHIBIT 39



EXHIBIT #0


Dixon Blvd
Indian Hill
Mac Arthur
Clearlake Village
Dixons
501
Highland
Cocoa Hills
Abington St
W Point Dr
Westover
Westwood Gardens
Myrtle Ln
Pineridge
Willow Ln
Westover Heights
Alamanda Ln
Japonica Ln
Candlewood

U.S. LAWNS
Your Turf. Our Lawn.

ENHANCEMENT PROPOSAL

Date: May 31, 2023
Property Name: city of cocoa
Property Address:
U.S. Lawns Contact: Josh (321-307-5208)

To: Extra mow services at 520 and us1

For 4 months / 1,000. a month

Description	Total
1@	$ 4,000.00
Total	$ 4,000.00

Authorized by: _____ **Title**: _____

Signed: _____ **Date**: _____

Please sign and return. Jobs are completed in the order of signed receipt.

Thank you for your business!

Shawn Weston

From: Josh Speers <josh@uslawnsofbrevard.com>
Sent: Tuesday, October 18, 2022 10:49 AM
To: Shawn Weston
Subject: RE: Additional mowing

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

This is all still accurate- do you need a new proposals?

From: Shawn Weston <sweston@cocoafl.gov>
Sent: Wednesday, October 12, 2022 2:37 PM
To: Josh Speers <josh@uslawnsofbrevard.com>
Subject: Additional mowing

Hi Josh,

Can you put together a quote for the additional areas that we discussed for mowing for the year? This is what I have based on last year's prices.

1. Parking lot west of Solar Lube: 26 cuts@ $150.00 each = $3900.00/year
2. Cocoa Bay entry way: 26 cuts @ $170.00 each = $4420.00/year
3. Industrial Rd to Walmart: 26 cuts @ $350.00 each = $9100.00/year
4. Fairfield: 25 cuts @ $330.00 each = $8580.00/year

Respectfully,

Shawny Weston
Contract Technician
155 N. Wilson Avenue, Cocoa, FL 32922
(321) 433-8788 I sweston@cocoafl.gov



Stay Connected: www.CocoaFL.org

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request,

do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

U.S. LAWNS
Your Turf. Our Lawn.

ENHANCEMENT PROPOSAL

Date: May 31, 2023
Property Name: lee weener
Property Address:
U.S. Lawns Contact: Josh (321-307-5208)

To: Extra mow services at lee weener park

Broke down in 4 months/ instalmente of 2,225.000 a month

Description	Total
1@	$ 8,500.00
Total	$ 8,500.00

Authorized by: _____ **Title**: _____

Signed: _____ **Date**: _____

Please sign and return. Jobs are completed in the order of signed receipt.

Thank you for your business!

Legislation Details (With Text)

File #:	23-557	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/12/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	

Title: To Approve the FY24 Renewals of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with the following Vendors: 1) Allied Universal Corp. (Contact B-22-12-COC-B) for the Purchase of Sodium Hypochlorite, 2) Thatcher Chemical of Florida Inc. (B-22-12-COC-C) for the Purchase of Ferric Sulfate, 3) Carmeuse Lime & Stone (B-20-19-COC) for the Purchase of Quick Lime Pebble, 4) Tropichem Enterprises (B-20-19-COC) for the Purchase of Wisprofloc Starch, 5) Linde Inc. (B-20-19-COC) for the Purchase of Liquid Oxygen. To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals.

Sponsors:

Indexes:

Code sections:

Attachments:
Allied - 1st Amendment B-22-12-COC-B PE Liquid Sodium Hypochlorite v2.pdf
Allied SLA B-22-12-COC-B.pdf
Thatcher - 1st Amend. SLA B-22-12-COC-C.pdf
Thatcher SLA B-22-12-COC-C.pdf
Carmeuse - 1st Amend. PE UT-DYAL-21-SLA-CARMEUSE-001-00 (B-20-19-COC).pdf
Carmeuse - SLA UT-DYAL-21-SLA-CARMEUSE-001-00 (B-20-19-COC).pdf
Tropichem - 1st Amend. SLA-UT-DYAL-21-SLA-TROPICHEM-001-00 (B-20-19-COC).pdf
Tropichem - SLA-UT-DYAL-21-SLA-TROPICHEM-001-00 (B-20-19-COC).pdf
Linde - 1st Amend. PE SLA-UT-DYAL-21-SLA-LINDE-001-00 (B-20-19-COC).pdf
Linde - SLA-UT-DYAL-21-SLA-LINDE -001-00 (B-20-19-COC).pdf
FY24 Chemical Budget Exb A.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2023
Agenda Date: September 26, 2023
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the FY24 Renewals of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with the following Vendors: 1) **Allied Universal Corp**. (Contact B-22-12-COC -B) for the Purchase of Sodium Hypochlorite, 2) **Thatcher Chemical of Florida Inc.** (B-22-12-COC-C) for the Purchase of Ferric Sulfate, 3) **Carmeuse Lime & Stone** (B-20-19-COC) for the Purchase of Quick Lime Pebble, 4) **Tropichem Enterprises** (B-20-19-COC) for the Purchase of Wisprofloc Starch, 5) **Linde Inc.** (B-20-19-COC) for the Purchase of Liquid Oxygen. To Authorize the

City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals.

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. The total FY24 budgets for chemicals for Dyal WTP ($6,134,993.00 see Exhibit A) and Sellers WWTP ($174,202.00 see Exhibit A) will not be exceeded unless they are resubmitted to City Council for approval. For a full accounting of FY24 anticipated chemical usage see EXHIBIT A attached to this agenda item.

Staff is requesting City Council approve renewals to the following contracts in order to continue to purchase these chemicals for water and wastewater treatment:

Contract #	Vendor	Chemical	Start	Current End Date	Renewal Through
B-22-12-COC-B	Allied Universal Corporation	Liquid Sodium Hypochlorite	9/27/2022	9/26/2023	9/26/2024
B-22-12-COC-C	Thatcher Chemical of Florida	Ferric Sulfate	9/27/2022	9/26/2023	9/26/2024
B-20-19-COC	Carmeuse Lime & Stone	Quick Lime Pebble	9/30/2020	9/29/2023	9/28/2024
B-20-19-COC	Tropichem Enterprises	Wisprofloc Starch	9/30/2020	9/29/2023	9/28/2024
B-20-19-COC	Linde Inc.	Liquid Oxygen	10/14/2020	10/14/2023	10/14/2024

The extensions requested above represents a portion of the total vendors that supply the City with chemicals. The remaining vendors have either been approved in other actions or will be brought to City Council under separate agenda items.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A Upon adoption of FY24 Budget
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	Dyal WTP - $6,134,993.00 Sellers WWTP - $174,202.00
Account Number	421-4020-536.52-09 - Dyal 421-4120-536.52-09 - Sellers
Account Name	Chemicals

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Source of Funds: Operating Revenue

PREVIOUS ACTION:

On September 23rd, 2020, agenda item 20-542, City Council approved awards to Carmeuse Lime & Stone, Tropichem and Linde under Bid No. B-20-19-COC.

On April 13th, 2021, agenda item 21-188, City Council approved award to Hawkins under Bid No. B-21-10-COC.

On September 27th, 2021, agenda item 22-475 City Council Approved awards to Allied Universal and Thatcher Chemical under Bid No. ITB B-22-13-COC.

RECOMMENDED MOTION:

To Approve the FY24 Renewals of Existing Chemical Supply and Delivery Agreements for Water and Wastewater Treatment with the following Vendors: 1) **Allied Universal Corp**. (Contact B-22-12-COC -B) for the Purchase of Sodium Hypochlorite, 2) **Thatcher Chemical of Florida Inc.** (B-22-12-COC-C) for the Purchase of Ferric Sulfate, 3) **Carmeuse Lime & Stone** (B-20-19-COC) for the Purchase of Quick Lime Pebble, 4) **Tropichem Enterprises** (B-20-19-COC) for the Purchase of Wisprofloc Starch, 5) **Linde Inc.** (B-20-19-COC) for the Purchase of Liquid Oxygen. To Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total Estimated FY2024 Adopted Budget for Chemicals.

powered by Legistar™

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT
Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite
CONTRACT NO. B-22-12-COC-B

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite is made between the City of Cocoa and Allied Universal Corporation, 3901 NW 115 Ave., Miami, FL 33178.

The agreement entered on September 27, 2022, is hereby amended to renew for the first renewal option for twelve (12) additional months at the rate of **$1.47** per gallon with terms, and conditions commencing on September 27, 2023, and terminating on September 26, 2024.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ALLIED UNIVERSAL COPORATION

By: Jim Palmer
(Name) Printed

President/CEO
(Title)

Signature — August 14, 2023
Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature — Date

ATTESTED BY:

Signature/Title

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Brian Dale, Purchasing Manager

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 2
EXHIBIT A 19
City of Cocoa Purchase Order Terms and Conditions 19
EXHIBIT B 23
Invitation to Bid B-22-12-COC 23
EXHIBIT C 91
Allied Universal Corporation Response 91

SERVICE AGREEMENT

Water and Wastewater Treatment Chemicals for Dyal Water Treatment Plant And Jerry Sellers Water Reclamation Facility

THIS AGREEMENT ("Agreement") is made the 27th day of September, 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: Jim Parker

Title: President / CEO

Date: 8/31/22

CITY OF COCOA:

Stockton Whitten, City Manager

Date: 9-27-2022

ATTEST:

Carie Shealy, City Clerk, MMC

City of Cocoa CORPORATE SEAL FLORIDA

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

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

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.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hypochlorite[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.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[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.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[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
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

REFERENES

Sodium Hypochlorite

Miami Dade Water & Sewer
700 West 2nd Ave.
Hialeah, FL 33011
Jon Hansen
786-236-7625/ cell
305-805-1620 fax
Jon.Hansen@miamidade.gov

City of Winter Haven
Steve Warder
WTP Superintendent
863-291-5767
Swarder@mywinterhaven.com

City of Sunrise
14100 SW 8 Street
Sunrise, FL 33325
Dough Kerwin
Chief Operator of Utilities Administration
954-846-7400
dkerwin@sunrisefl.gov

City of Ft. Myers
Heath Laufenberg
Plant Superintendent
1501 Raleigh Street
Fort Myers, FL 33902
239-321-7574
hlaufenberg@cityftmyers.com

City of North Miami
Water Treatment Plant
12098 NW 11 Ave
North Miami, FL 33168
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**

BRANCHES:

MIAMI, FL (305) 888-2623	
JAIMIE JOHNSON	CELL # (305) 216-4612
JESUS CARPHUAPOMA	CELL # (786) 712-2254
JOEL CASTILLO	CELL # (786) 390-4586
FT. PIERCE, FL (772) 464-6195	
DAVID STALLINGS	CELL # (561) 707-2380
WALTER CIECWIERZ	CELL # (201) 993-3536
BILL ESTERLINE	CELL # (772) 469-6735
MANATEE, FL	
ROBERT REICH	CELL #: (574) 849-2585
BILLY ROY	CELL # (813) 405-9086
ROY POUND	CELL # (727) 504-2243
CARLOS PENA	CELL # (863) 595-5433
TAMPA, FL (813) 832-4868	
KEN HAYES	CELL # (313) 820-4339
JANET DAVIS	CELL # (813) 436-6362
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
MUSTAFA HUDSON	CELL # (912) 230-6003
CHARITY BREWER	CELL # (912) 230-8680
JACKSONVILLE, FL (AND DOTHAN, AL) (904) 438-4976	
KY NICHOLSON	CELL # (904) 607-8141
DAVID SCHULTZ	CELL # (912) 222-9487
LISA DALE	CELL # (770) 769-6528
ELLISVILLE, MS (AND MOBILE, AL) (601) 477-2550	
BOB BOYKIN	CELL # (601) 678-8275
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
Miami, Florida 33166
AUC **Medley**- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC **Ft. Pierce**- 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI **Tampa** - 813-832-4868

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC **Jacksonville**- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC **Ellisville** - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC **Brunswick** - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 **Ft. Pierce** - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 **Manatee** - 941-803-4457

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
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:

RYAN-HERCO PRODUCTS
KEVIN WAGNER
ACCT #: 075049 OR 081594
1310 CENTRAL FL PARKWAY
ORLANDO, FL 32837
(800) 848-1141 EXT 1408

INEOS CALABRIAN CORP
KATHY LUTZ
5500 HWY 366
PORT NECHES, TX 77651
409-727-1471 X132
KATH.LUTXZ@INEOS.COM

I.C.E. SERVICE GROUP, INC
MARK DELFRATTE
192 OHIO RIVER BLVD, SUITE 100
AMBRIDGE, PA 15003
(724) 266-7580
MDELFRATTE@ICESERVICEGROUP.COM

CKS PACKAGING INC
ALESA NORTON
4020 N. 29TH TERRACE
HOLLYWOOD, FL 33020
(954)925-0236

CHEM-TAINER IND, INC
DAVID WENZEL
361 NEPTUNE AVE
WEST BABYLON, NY 11704
(631) 661-8300 EXT 1625

BANK:

SYNOVUS BANK
2500 WESTON ROAD, SUITE 300
WESTON, FLORIDA 33331
CONTACT: MICHAEL C. WALKER
MICHAELWALKER@SYNOVUS.COM
(954) 984-3331
(954) 389-3120 FAX

FEDERAL ID #:	DUN & BRADSTREET #:	SALES TAX #:
59-0776285	004134623	80-8012429723-6

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
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813-832-4868

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305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

14770 Old St Augustine RD
Jacksonville, FL 32207
904-619-6180

Revised: 06/16/2020

ALLIED UNIVERSAL CORPORATION
Established 1954

Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

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.*

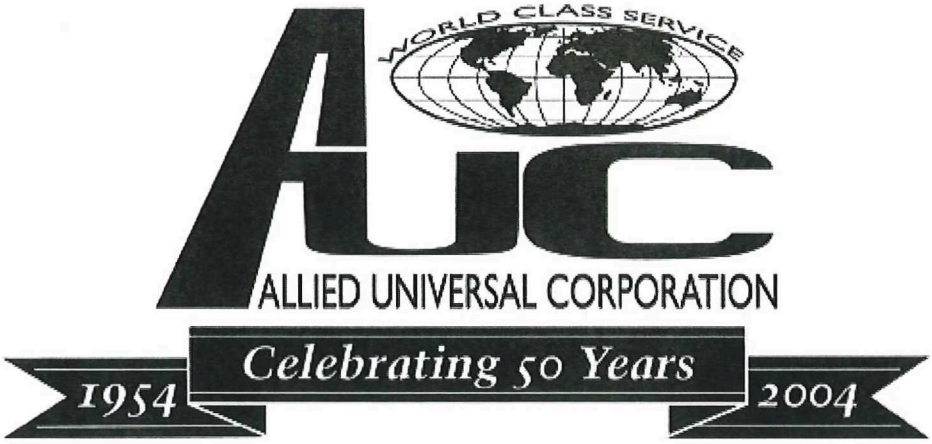
Purpose of Form

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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Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT
Water and Wastewater Treatment Chemical – Ferric Sulfate
CONTRACT NO. B-22-12-COC-C

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Ferric Sulfate is made between the City of Cocoa and Thatcher Chemical of Florida, Inc., 245 Hazen Road, Deland, FL 32720.

The agreement entered on September 27, 2022, is hereby amended to renew for the first renewal option for twelve (12) additional months, at the same rate ($2,355/Per Dry Ton of Iron) terms, and conditions commencing on September 27, 2023, and terminating on September 26, 2024.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

THATCHER CHEMICAL OF FLORIDA INC.

By: Michael T. Mitchell
(Name) Printed

President
(Title)

Signature 7/31/2023
Signature Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature Date

ATTESTED BY:

Signature/Title

CC: Carie Shealy, City Clerk
James Mitchell, Chief Operator
Brian Dale, Purchasing Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT
QUICK LIME PEBBLE 3/8" & ¾"
CONTRACT NO. UT-DYAL-21-SLA-CARMEUSE-001-00

This FIRST Amendment to the Service Agreement for Quick Lime Pebbles made between the City of Cocoa and Carmeuse Americas, 11 Stanwix Street, 21st Floor, Pittsburgh, PA 15222.

The agreement entered on September 29, 2020, is hereby amended to renew for the first renewal option available for twelve (12) additional months, at a rate of $468.40 per ton with terms, and conditions commencing on October 1, 2023, and terminating on September 30, 2024.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

CARMEUSE AMERICAS	**CITY OF COCOA**
By: Nicholas Bonsergo	By: Michael Blake
(Name) Printed	(Name) Printed
VP, Legal	Mayor
(Title)	(Title)
Signature 8/17/23	Signature
Date	Date

ATTESTED BY:

Signature/Title

CC: Carie Shealy, City Clerk
James Mitchell, Chief Operator
Brian Dale, Purchasing Manager

ORIGINAL

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-CARMEUSE-001-00)

This Agreement made and entered into on the **23rd** day of **September**, **2020** by and between **CARMEUSE AMERICAS**, authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **11 Stanwix Street, 21st Floor, Pittsburgh, PA 15222** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the supply and delivery of QUICKLIME;

   CONTRACTOR shall maintain a twenty-four (24) hour emergency telephone number, be able to respond by telephone within thirty (30) minutes in case of emergency and arrive on site within six (6) hours of notification of emergency. Prior to the initial delivery of QUICKLIME at the Water Supply Facility, a knowledgeable representative of the Contractor shall visit the site with a representative from the City of Cocoa to inspect the storage facilities and to review the Contractor's unloading procedures. The Contractor will provide the City with written documentation of the inspection detailing any deficiencies found. The Contractor's representative shall be a managerial level employee, with authority over operations and transportation within the Contractor organization.

   Quicklime to be purchased under this specification shall conform to AWWA specification B202-93 (or to the latest revision) as modified herein. Quicklime shall be certified to conform with ANSI/NSF60 standard for drinking water treatment chemicals.

1.1. **DELIVERY**
CONTRACTOR must supply and deliver in bulk form by pneumatic unloading trailer truck in 25-ton minimum shipments or as required by law. To be discharged into the 250-ton storage bin as designated by the City. Pneumatic equipment shall be satisfactory for unloading into bins with discharge approximately 54 feet above ramp level. The fill line is 4" in diameter and is provided with a 4" cap with standard Cam-Lock fittings. The contractor shall provide necessary fittings for and accessories for connection to the fill line. Contractor shall properly clear fill lines on completion of each load and leave area clean.

1.2. **DESTINATION**
Claude H. Dyal Water Treatment Plant located approximately four miles west of the St. Johns River, State Road 520, Orange County, Florida. (28400 SR 520 Christmas, FL 32907).

1.3. **TYPE**
a. Quicklime shall be suitable for use in treating a potable water supply.

b. Quicklime shall be quick slaking, freshly burnt.
c. Quicklime shall be of domestic manufacture.

1.4. **SIZE**

a. 3/8" Pebble: None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.
b. Optional 3/4" Pebble: None shall be retained on a 1" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

1.5. **SLAKING RATE**

Temperature rise after three (3) minutes or less, slaking time shall be 40C. Reaction will be complete within ten (10) minutes. Test shall be conducted as specified in Section 5.4 of AWWA Standard B202-93, or latest revision.

1.6. **CALCIUM OXIDE CONTENT**

Calcium Oxide content shall contain a minimum of 92% free lime (available calcium oxide) as determined by section 5.4 AWWA Standard B202-93, or latest revision.

1.7. **RESIDEUE AFTER SLAKING**

Residue shall not be more than 4% by weight on 100 mesh sieves. Test shall be conducted as follows:

100 grams of gross sample, crushed to pass on a U.S. No.8 sieve, are to be weighed on a Torsion Balance and added to 325 ml. of warm (100 - 120 F.) water in a 600 ml. beaker and stirred vigorously until slaking ceases.

After standing for at least 10 minutes, to ensure completion of all reaction, the contents are to be transferred with the aid of a stream of water, to a 100-mesh sieve and the screen and contents washed thoroughly with a spray until all lime slurry has passed through the sieve.

The residue on the sieve is transferred to a small (150 ml.) beaker and after decanting off any excess water, is dried. When dry, the material shall be weighed. This weight is calculated to a % residue on 100 mesh.

1.8. **IMPURITIES**

Lime shall contain no silica rock, mineral, or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the treated water or cause mechanical failure to slaking equipment.

1.9. **BASIS FOR ADJUSTMENT OR REJECTION**

The City reserves the right to reject, at the CONTRACTOR's expense, any shipment, which fails to meet these specifications.

a. If the material has been unloaded and placed in City's storage bins prior to obtaining final test results, the CONTRACTOR shall reimburse the City at the following rate schedule if the material fails to meet the 92% minimum available Calcium Oxide:

% Available Calcium Oxide	Deduct $
91.99% - 91.50%	$75.00
91.49% - 91.00%	$100.00
90.99% - 89.50%	$200.00

b. Notice of dissatisfaction with a shipment, because of failure to meet the requirements of this specification, will be furnished within 10-days after receipt of the shipment at the point of destination. The results of the purchasers' test shall prevail unless the consignor notifies the purchaser within 5-days of the notice of the complaint, that they desire a re-test. Upon receipt of the request for a re-test the purchaser will secure the services of an independent testing laboratory and the results of the test by the independent laboratory shall be binding on both parties. The laboratory fee covering any such analysis will be paid by the City if the results pass specifications, or by the CONTRACTOR if the test fails.

1.10. **PROOF OF MATERIAL SPECIFICATIONS**

CONTRACTOR must submit copies of Certified Analysis with each shipment of quicklime. Analysis shall show the percentage of CaO and insoluble material.

1.11. **ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the CONTRACTOR until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with specifications of the highest quality. In the event the material supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

1.12. **OFF LOADING**

All shipments will be off-loaded by the CITY with a forklift. Truck driver must move pallets to the edge of the truck with pallet jack or some other device. The CITY will only remove the pallets from the back of the truck. CITY employees will not move pallets on or inside the truck.

1.13. **EMERGENCY DELIVERIES**

The CONTRACTOR shall maintain ample stock of QUICKLIME and be able to deliver within 24 hours, upon request by the CITY, an emergency delivery of product as necessary.

1.14. **SAFETY & TRAINING**

The CONTRACTOR shall provide a Safety Data Sheet (SDS) with initial delivery. The CONTRACTOR shall also provide two (2) one-hour training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant.

Training shall include, but not limited to, the hazards of Quicklime, characteristics of Quicklime, spill clean-up, and safe handling of Quicklime.

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum to the Agreement; the supply and delivery requirements prepared by Dyal Water Treatment Plant, Water Treatment Manager, dated June 29, 2020 ; Bid Documents issued by the City, dated June 29, 2020; Contractor's Bid Submittal, dated July 30, 2020 General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of delivery and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Engineering Plans and Drawings

   f. Issued Bid Documents

   g. Contractor's Bid Submittal

   h. [OTHER]

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. The CONTRACTOR will be required to commence work under this Contract within **Ten (10)** calendar days after the date of receipt of the Notification to Proceed or Purchase Order. The CONTRACTOR agreement to the terms and conditions set forth of the contract agreement for a period of **three (3) years** from the effective date of the most recent signature and date of this agreement to include **two (2) option year renewals**. All provisions regarding quality of supply and delivery of said product are essential to the performance of this Contract.

c. The parties acknowledge that the supply and delivery of product provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. *If applicable* to the supply and delivery required by this Agreement, Float time is allocated specifically to the Contractor's responsibility for coordination of with the Project Manager as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to supply and delivery matters including, but not limited to, scheduling conflicts, unless the delays exceed the float time and also extend the critical need of product.

7. ~~**LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the Contract Documents. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as~~

~~liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $_____ for each day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and $_____ for each day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete, and that OWNER has paid to CONTRACTOR the consideration of Ten ($10.00) Dollars as consideration for this provision. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.~~

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the supply and delivery of QUICKLIME in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Four Million, Eight Hundred, Fifty-Nine Thousand Dollars ($4,859,000.00)**. CONTRACTOR agrees to accept the Contract Price as full compensation for the supply and delivery of QUICKLIME, terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) Supply and Delivery under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Delivery site conditions, (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that supply and delivery of QUICKLIME may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of the supply and delivery and any conflicts relating to providing QUICKLIME.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of supply and delivery of QUICKLIME with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the Project Site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents

provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; 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.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, 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 be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not make prompt and proper payments to subcontractors;

c. CONTRACTOR does not make prompts and proper payments for labor, materials, or equipment furnished him;

d. Another contractor is damaged by an act for which CONTRACTOR is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or **(X)** does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25

business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

13. **FINAL PAYMENT** - OWNER shall withhold up to 10% of the Contract Price throughout the project until final completion and acceptance of the project in accordance with the Local Government Prompt Payment Act ("Act"), unless the project is subject to Federal funding, in whole or in part, and the project is subject to laws and regulations contrary to the Act. The retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER a complete release of liens arising out the contract, or receives releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to OWNER indemnifying him against such claims.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents:

c. Outstanding claims of liens; or

d. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not make prompt and proper payments to subcontractors; CONTRACTOR does not make prompt and proper payments for labor, materials, or

equipment furnished him; a subcontractor is damaged by an act for which CONTRACTOR is responsible; claims of liens are filed on the job; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the OWNER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the Contract Documents.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Water Treatment Manager or his authorized representative is the OWNER's Project Manager during the entire period of supply and delivery of QUICKLIME. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of supply and delivery, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

15. **PROGRESS MEETING** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all supply and delivery under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including any tools required for the supply and delivery of QUICKLIME necessary for the proper delivery in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the transport and delivery, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the supply and delivery to the full extent provided in the Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any defective or materials discovered upon notice of the acceptance of delivered product as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all products delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the supply and delivery performed pursuant to this Agreement will be free from defects and that the supply and delivery will strictly conform

with the requirements of the Contract Documents. Supply and delivery not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for supply and delivery for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon product warranties or CONTRACTOR's payment and performance Bond(s) or OWNER's improper storage that would affect the products composition or quality.

17. **ASSIGNMENT** - CONTRACTOR 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 the OWNER.

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

b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.

c. If CONTRACTOR, prior to the commencement of any delivery subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.
d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

18. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES** - 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 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **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.

22. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR 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 signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in form approved by the OWNER and in accordance with Florida law and in an amount specified in the Contract Documents for an Agreement in which the Total Contract Price exceeds $200,000.00 and for all other Projects where the City Commission or City Manager has not specifically exempted the CONTRACTOR from executing such bond.

For any Agreement in which the Total Contract Price is $200,000.00 or less and the City Commission or City Manager has specifically exempted the CONTRACTOR from executing a performance and payment bond, prior to receiving the final ten percent (10%) payment hereunder, CONTRACTOR shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against CONTRACTOR resulting from completion of the Work in accordance with Paragraph 12 above. The CONTRACTOR shall provide a certified list of all subcontractors, laborers, and material suppliers to the OWNER within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.

25. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. 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.

c. The CONTRACTOR 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 $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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 the 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.~~

d. ~~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 the Total Contract Price. 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.~~

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

~~Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.~~

f. 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 OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

26. **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.

27. **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.

28. **ATTORNEY'S FEES** - 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.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **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.

32. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER 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. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. 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. 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.

36. **DRAFTING** - OWNER and CONTRACTOR 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.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

CARMEUSE AMERICAS
Attn: Phil Piggott / Vice President of Sales & Marketing
11 Stanix Street, 21st Floor
Pittsburgh, PA 15222

For OWNER:

City of Cocoa
Attn: City Manager and _____
65 Stone Street
Cocoa, FL 32922

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

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

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

40. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will

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

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

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

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

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

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract

may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its

principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, CARMEUSE AMERICAS, 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.

Phil Piggott

Signature of Contractor's Authorized Official

Phil Piggott / Vice President of Sales & Marketing

Name and Title of Contractor's Authorized Official

September 23, 2020

Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *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.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-CARMEUSE-001-00)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Matthew Fuhrer, Interim City Manager

Date: 9-29-2020

ATTEST:

_____
Carie Shealy, City Clerk

CITY OF COCOA

By: _____

Jake Williams, Mayor Date: 9-30-2020

CONTRACTOR

CARMEUSE AMERICAS

By: _____

Print name/title: Phil Piggott / Vice President of Sales & Marketing

Date: September 23, 2020

STATE OF Pennsylvania
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 23rd day of September, 2020, by Phil Piggott, the VP of Sales & Marketing of Carmeuse Americas, who is personally known to me or who produced _____ as identification and who did take an oath.

Commonwealth of Pennsylvania - Notary Seal
Dana M. Brooks, Notary Public
Allegheny County
My commission expires December 31, 2021
Commission number 1281017
Member, Pennsylvania Association of Notaries

_____
(Notary Public Signature)

Dana M. Brooks
(Print Name)

Notary Public, State of Pennsylvania

Commission No.: 1281017

My Commission Expires: December 31 2021

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT
WISPROFLOC STARCH
CONTRACT NO. UT-DYAL-21-SLA-TROPICHEM-001-00

This FIRST Amendment to the Service Agreement for Wisprofloc Starch is made between the City of Cocoa and Tropichem Enterprises, 2042 Keystone Dr., South, Suite A, Jupiter, FL 33458-8035.

The agreement entered on September 30, 2020, is hereby amended to renew for the first renewal option for twelve (12) additional months at the rate of ($6,100/Per Ton) terms and conditions commencing on September 30, 2023, and terminating on September 29, 2024.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

TROPICHEM ENTERPRISES

By: Lonnie N. Dearth
(Name) Printed

President
(Title)

Signature 7/13/23 Date

CITY OF COCOA

By: Michael Blake
(Name) Printed

Mayor
(Title)

Signature Date

ATTESTED BY:

Signature/Title

CC: Carie Shealy, City Clerk
James Mitchell, Chief Operator
Brian Dale, Purchasing Manager

ORIGINAL

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-TROPICHEM-001-00)

This Agreement made and entered into on the **23rd** day of **September**, **2020** by and between **TROPICHEM ENTERPRISES**, authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **2042 Keystone Dr., South, Suite A, Jupiter, FL 33458-8035**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the supply and delivery of WISPROFLOC – STARCH;

   Contractor shall maintain a twenty-four (24) hour emergency telephone number, be able to respond by telephone within thirty (30) minutes in case of emergency and arrive on site within six (6) hours of notification of emergency. Prior to the initial delivery of WISPROFLOC – STARCH at the Water Supply Facility, a knowledgeable representative of the Contractor shall visit the site with a representative from the City of Cocoa to inspect the storage facilities and to review the Contractor's unloading procedures. The Contractor will provide the City with written documentation of the inspection detailing any deficiencies found. The Contractor's representative shall be a managerial level employee, with authority over operations and transportation within the Contractor organization.

   The material to be provided, WISPROFLOC – STARCH or equal, must be approved by the City of Cocoa, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF), standard 60. CONTRACTOR shall provide proof that the product delivered is approved for potable water treatment and meets the National Sanitation Foundation Standard 60.

1.1. **DELIVERY – WISPROFLOC - STARCH**
Delivery shall be prepaid FOB to the CITY'S destination. All deliveries are to be made in truck load quantities of approximately four (4) tons each. All shipments are to be containerized in multi-ply heavy duty bags, placed on pallets. No bulk shipments will be accepted. Deliveries shall be made between 7:00 a.m. and 3:00p.m. on normal working days (Monday through Friday) or as otherwise approved by the City. The City shall have sole discretion as to when deliveries are to be received.

1.2. **DESTINATION – WISPROFLOC - STARCH**
Claude H. Dyal Water Treatment Plant located approximately four miles west of the St. Johns River, State Road 520, Orange County, Florida. (28400 SR 520 Christmas, FL 32907).

1.3. **OFF LOADING - WISPROFLOC - STARCH**
All shipments will be off-loaded by the CITY with a forklift. Truck driver must move pallets to the edge of the truck with pallet jack or some other device. The CITY will only remove the pallets from the back of the truck. CITY employees will not move pallets on or inside the truck.

1.4. **EMERGENCY DELIVERIES – WISPROFLOC - STARCH**
The CONTRACTOR shall maintain ample stock of WISPROFLOC – STARCH and be able to deliver within 24 hours, upon request by the CITY, an emergency delivery of product as necessary. Emergency deliveries will be 2000 pounds of WISPROFLOC – STARCH or the balance of a full order.

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum to the Agreement; the supply and delivery requirements prepared by Dyal Water Treatment Plant, Water Treatment Manager, dated June 29, 2020 ; Bid Documents issued by the City, dated June 29, 2020; Contractor's Bid Submittal, dated July 30, 2020 General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of delivery and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

a. Change Orders

b. Agreement, Exhibits and Addenda

c. Supplemental Terms and Conditions

d. General Terms and Conditions

e. Engineering Plans and Drawings

f. Issued Bid Documents

g. Contractor's Bid Submittal

h. [OTHER]

Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. The CONTRACTOR will be required to commence work under this Contract within **Ten (10)** calendar days after the date of receipt of the Notification to Proceed or Purchase Order. The CONTRACTOR agreement to the terms and conditions set forth of the contract agreement for a period of **three (3) years** from the effective date of the most recent signature and date of this agreement to include **two (2) option year renewals**. All provisions regarding quality of supply and delivery of said product are essential to the performance of this Contract.

c. The parties acknowledge that the supply and delivery of product provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. *If applicable* to the supply and delivery required by this Agreement, Float time is allocated specifically to the Contractor's responsibility for coordination of with the Project Manager as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to supply and delivery

matters including, but not limited to, scheduling conflicts, unless the delays exceed the float time and also extend the critical need of product.

7. ~~**LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the Contract Documents. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $_____ for each day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and $_____ for each day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete, and that OWNER has paid to CONTRACTOR the consideration of Ten ($10.00) Dollars as consideration for this provision. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.~~

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the supply and delivery of WISPROFLOC - STARCH in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Five Hundred, Fifty-Two Thousand, Four Hundred, Twenty Dollars ($552,420.00)**. CONTRACTOR agrees to accept the Contract Price as full compensation for the supply and delivery of WISPROFLOC – STARCH, terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) Supply and Delivery under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Delivery site conditions, (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that supply and delivery of WISPROFLOC - STARCH may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of the supply and delivery and any conflicts relating to providing WISPROFLOC – STARCH.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of supply and delivery of WISPROFLOC – STARCH with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the Project Site.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; 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.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, 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 be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not make prompt and proper payments to subcontractors;

c. CONTRACTOR does not make prompts and proper payments for labor, materials, or equipment furnished him;

d. Another contractor is damaged by an act for which CONTRACTOR is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or **(X)** does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

13. **FINAL PAYMENT** - OWNER shall withhold up to 10% of the Contract Price throughout the project until final completion and acceptance of the project in accordance with the Local Government Prompt Payment Act ("Act"), unless the project is subject to Federal funding, in whole or in part, and the project is subject to laws and regulations contrary to the Act. The retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER a complete release of liens arising out the contract, or receives releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to OWNER indemnifying him against such claims.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents:

c. Outstanding claims of liens; or

d. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not make prompt and proper payments to subcontractors; CONTRACTOR does not make prompt and proper payments for labor, materials, or equipment furnished him; a subcontractor is damaged by an act for which CONTRACTOR is responsible; claims of liens are filed on the job; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the OWNER'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the OWNER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the Contract Documents.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Water Treatment Manager or his authorized representative is the OWNER's Project Manager during the entire period of supply and delivery of WISPROFLOC – STARCH. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of supply and delivery, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of

checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

15. **PROGRESS MEETING** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all supply and delivery under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including any tools required for the supply and delivery of WISPROFLOC – STARCH necessary for the proper delivery in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the transport and delivery, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** The CONTRACTOR hereby guarantees the supply and delivery to the full extent provided in the Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any defective or materials discovered upon notice of the acceptance of delivered product as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all products delivered under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the supply and delivery performed pursuant to this Agreement will be free from defects and that the supply and delivery will strictly conform with the requirements of the Contract Documents. Supply and delivery not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for supply and delivery for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon product warranties or CONTRACTOR's payment and performance Bond(s) or OWNER's improper storage that would affect the products composition or quality.

17. **ASSIGNMENT** - CONTRACTOR 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 the OWNER.

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

b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.

c. If CONTRACTOR, prior to the commencement of any delivery subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

18. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES** - 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 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **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.

22. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR 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 signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in form approved by the OWNER and in accordance with Florida law and in an amount specified in the Contract Documents for an Agreement in which the Total Contract Price exceeds $200,000.00 and for all other Projects where the City Commission or City Manager has not specifically exempted the CONTRACTOR from executing such bond.

For any Agreement in which the Total Contract Price is $200,000.00 or less and the City Commission or City Manager has specifically exempted the CONTRACTOR from executing a performance and payment bond, prior to receiving the final ten percent (10%) payment hereunder, CONTRACTOR shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against CONTRACTOR resulting from completion of the Work in accordance with Paragraph 12 above. The CONTRACTOR shall provide a certified list of all subcontractors, laborers, and material suppliers to the OWNER within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.

25. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph.

Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. 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.

c. The CONTRACTOR 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 $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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 the 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.~~

d. ~~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 the Total Contract Price. 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.~~

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

f. 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 OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

26. **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.

27. **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.

28. **ATTORNEY'S FEES** - 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.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **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.

32. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under

state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER 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. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. 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. 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.

36. **DRAFTING** - OWNER and CONTRACTOR 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.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

TROPICHEM ENTERPRISES
Attn: Lonnie Dearth / President
2042 Keystone Dr. S., Suite A
Jupiter, FL 33458-8035

For OWNER:

City of Cocoa
Attn: City Manager and _____
65 Stone Street
Cocoa, FL 32922

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

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

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

40. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

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

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

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

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, TROPICHEM ENTERPRISES, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Lonnie Dearth / President
Name and Title of Contractor's Authorized Official

9/24/2020
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *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.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-TROPICHEM-001-00)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Matthew Fuhrer, Interim City Manager

Date: _____

ATTEST:

Carie Shealy
Carie Shealy, City Clerk

CITY OF COCOA

By: _____
Jake Williams, Mayor

Date: 9-30-2020

CONTRACTOR

TROPICHEM ENTERPRISES

By: _____
Print name/title: Lonnie Dearth / President

Date: 9/24/2020

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 24th day of SEPTEMBER 2020 by Lonnie Dearth, the President of TROPICHEM ENTERPRISES who is personally known to me or who produced FL Driver License as identification and who did take an oath.

PATRICK SAINT-CYR
Notary Public - State of Florida
Commission # GG 931665
My Comm. Expires Nov 13, 2023

_____
(Notary Public Signature)
Patrick Saint-Cyr
(Print Name)
Notary Public, State of Florida
Commission No.: GG 931665
My Commission Expires: NOV 13, 2023

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT
LIQUID OXYGEN (LOX)
CONTRACT NO. UT-DYAL-21-SLA-LINDE-001-00

This FIRST Amendment to the Service Agreement for Liquid Oxygen (LOX) is made between the City of Cocoa and Linde Inc., 7000 High Grove Blvd., Burr Ridge, IL 60527**.**

The agreement entered on October 14, 2020, is hereby amended to renew for the first renewal option for twelve (12) additional months at the rate of (($140.00/Per Ton ($0.0700/lb.)) as specified in the bid submittal, Section 100.7 for Option Year 1 with the same terms and conditions commencing on October 14, 2023, and terminating on October 13, 2024. (Section 8 of the contract listed above is changed from $128.02/per ton to $140.00/per ton.)

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

LINDE INC.

By: Holly O'Donnell
(Name) Printed

Director - Government & Aerospace Programs
(Title)

Holly O'Donnell 7/13/2023
Signature Date

CITY OF COCOA

By: Michael Blake
(Name) Printed

Mayor
(Title)

Signature Date

ATTESTED BY:

_____
Signature/Title

CC: Carie Shealy, City Clerk
James Mitchell, Chief Operator
Brian Dale, Purchasing Manager

ORIGINAL

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-LINDE-001-00)

This Agreement made and entered into on the **23rd** day of **September**, **2020** by and between **LINDE INC.**, authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **7000 High Grove Blvd., Burr Ridge, IL 60527** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

Witnessed that the Contractor and the City, for the Consideration herein-after named, agree as follows:

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall perform the work, in accordance with the Contract Documents for the supply and delivery of LIQUID OXYGEN (LOX);

   CONTRACTOR shall maintain a twenty-four (24) hour emergency telephone number, be able to respond by telephone within thirty (30) minutes in case of emergency and arrive on site within six (6) hours of notification of emergency. Prior to the initial delivery of LIQUID OXYGEN (LOX) at the Water Supply Facility, a knowledgeable representative of the Contractor shall visit the site with a representative from the City of Cocoa to inspect the storage facilities and to review the Contractor's unloading procedures. The Contractor will provide the City with written documentation of the inspection detailing any deficiencies found. The Contractor's representative shall be a managerial level employee, with authority over operations and transportation within the Contractor organization.

   Once per quarter, the Contractor's authorized and trained personnel shall perform checks and maintenance on the equipment specified herein. Checks shall consist of visiting the service site and performing the equipment checks and inspections listed. The plant maintenance coordinator shall be notified of all repairs needed and shall authorize repairs in advance

   The Liquid Oxygen (LOX) delivered to the City of Cocoa shall be of a quality conforming to applicable regulations of the United States Department of Transportation and State of Florida Department of Transportation for nonflammable compressed or liquefied gases. LOX provided shall be in accordance with the following standards:

   a. NSF/ANSI 60 & 61 - LOX shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment chemicals-Health Effects and NSF/ANSI 61, Drinking Water System Components-Health Effects
   b. LOX shall comply with ANSI/AWWA B304-8, Liquid Oxygen for Ozone Generation for Water, Wastewater and Reclaimed Water Systems, with the exception of the hydrocarbon content. LOX deliveries shall have total hydrocarbon content (as methane) of 25ppm (v/v) or less at the time of delivery.

1.1. DELIVERY

Deliveries and product handling shall comply with all applicable Federal, State and local government regulations.

The CONTRACTOR shall advise the City of Cocoa of the minimum and maximum storage tank levels that, in the Contractor's opinion will afford the most safe and efficient delivery scheduling. The City of Cocoa will monitor the inventory of liquid oxygen at the water facility and advise the Contractor when a delivery is needed, and the quantity needed. Delivery times shall be scheduled in advance, between the hours of 7:00 A.M. and 3:00 P.M. Monday through Friday. **Contractor shall call to notify the designated Project Manager twenty-four (24) hours prior to delivery.**

Upon each delivery of liquid oxygen, the Contractor shall visually inspect all tank connections and tank integrity for leaks to verify the unloading and storage systems are suitable and safe to accept liquid oxygen. The Contractor shall also verify the connections and piping, and check for leaks from the LOX tanks to the evaporators. Any issues or concerns shall be reported to the plant operator immediately and prior to unloading the chemical.

1.2. DESTINATION

Claude H. Dyal Water Treatment Plant located approximately four miles west of the St. Johns River, State Road 520, Orange County, Florida. (28400 SR 520 Christmas, FL 32907).

1.3. EQUIPMENT INSPECTION AND REPAIR

a. Liquid Oxygen Tank (1 each):
   1) Inspect thermocouple tube, jacket safety O-rings, rupture disc, inner vessel safety valve, line safety valves and regulators for leakage and proper functioning. Replace as necessary.
   2) Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.
   3) Inspect system gauges, indicators and transmitters. Calibrate or replace as needed.
   4) Test operation of all automatic and manual valves. Repair or replace as needed.

b. Vaporizers (2 each):
   1) Observe vaporizer operation. Inspect vaporizer units for signs of corrosion, damage or leaks. Repair as necessary.

c. Associated Piping and Valves:
   1) Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.

The CONTRACTOR shall make repairs including replacement of parts and components to the above listed equipment only after approval by the City of Cocoa.

The CONTRACTOR shall warranty all repairs against defective materials and workmanship for lesser of a.) the warranty period of the third party manufacturer's part or b.) a period of six months after completion of the work.

a. LIQUID OXYGEN (LOX) shall be suitable for use in treating a potable water supply.
b. LIQUID OXYGEN (LOX) shall be quick slaking, freshly burnt.
c. LIQUID OXYGEN (LOX) shall be of domestic manufacture.

1.4. **ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the CONTRACTOR until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with specifications of the highest quality. In the event the material supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

1.5. **OFF LOADING**

All shipments will be off-loaded by the CITY with a forklift. Truck driver must move pallets to the edge of the truck with pallet jack or some other device. The CITY will only remove the pallets from the back of the truck. CITY employees will not move pallets on or inside the truck.

1.6. **EMERGENCY DELIVERIES**

The CONTRACTOR shall maintain ample stock of LIQUID OXYGEN (LOX) and be able to deliver within 24 hours, upon request by the CITY, an emergency delivery of product as necessary.

1.7. **SAFETY & TRAINING**

The CONTRACTOR shall provide a Safety Data Sheet (SDS) with initial delivery. The CONTRACTOR shall also provide two (2) one-hour training seminars each year of this agreement. The safety training seminars will be held at the Claude H. Dyal Water Plant. Training shall include, but not limited to, the hazards of LIQUID OXYGEN (LOX), characteristics of LIQUID OXYGEN (LOX), spill clean-up, and safe handling of LIQUID OXYGEN (LOX).

2. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; Exhibits and Addendum to the Agreement; the supply and delivery requirements prepared by Dyal Water Treatment Plant, Water Treatment Manager, dated June 29, 2020 ; Bid Documents issued by the City, dated June 29, 2020; Contractor's Bid Submittal, dated July 30, 2020 General Conditions, if any; Supplemental Terms and Conditions by the City, if any; all Change Orders approved by the City after execution of this Agreement. These Contract Documents are hereby incorporated into this Contract by this reference. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and the other Contract

Documents, has investigated the nature, locality and site of delivery and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Engineering Plans and Drawings

   f. Issued Bid Documents

   g. Contractor's Bid Submittal

   h. [OTHER]

   Any inconsistency in the work description shall be clarified by the OWNER and performed by the CONTRACTOR.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same

function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. The CONTRACTOR will be required to commence work under this Contract within **Ten (10)** calendar days after the date of receipt of the Notification to Proceed or Purchase Order. The CONTRACTOR agreement to the terms and conditions set forth of the contract agreement for a period of **three (3) years** from the effective date of the most recent signature and date of this agreement to include **two (2) option year renewals**. All provisions regarding quality of supply and delivery of said product are essential to the performance of this Contract.

c. The parties acknowledge that the supply and delivery of product provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. *If applicable* to the supply and delivery required by this Agreement, Float time is allocated specifically to the Contractor's responsibility for coordination of with the Project Manager as described in the General Conditions and is included in the Contract Time provided by this Section. OWNER will not consider any Contract Time extensions related to supply and delivery matters including, but not limited to, scheduling conflicts, unless the delays exceed the float time and also extend the critical need of product.

7. ~~**LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 6 above, plus any extensions thereof allowed in accordance with the Contract Documents. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $_____ for each day that expires after the time specified in Paragraph 6 for substantial completion until the work is substantially complete and $_____ for each day that expires after the time specified in Paragraph 6 for final completion until the work is finally complete, and that OWNER has paid to CONTRACTOR the consideration of Ten ($10.00) Dollars as consideration for this provision. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.~~

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the supply and delivery of LIQUID OXYGEN (LOX) in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **One Hundred, Twenty-Eight Dollars Two Cents / per ton ($128.02)**. CONTRACTOR agrees to accept the Contract Price as full compensation for the supply and delivery of LIQUID OXYGEN (LOX), terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) Supply and Delivery under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Delivery site conditions, (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

The CONTRACTOR acknowledges that supply and delivery of LIQUID OXYGEN (LOX) may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of the supply and delivery and any conflicts relating to providing LIQUID OXYGEN (LOX).

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of supply and delivery of LIQUID OXYGEN (LOX) with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the Project Site. Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and

privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary therefore; or

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

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

f. CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

10. **FORCE MAJEURE** - 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; accident; fire; flood; windstorm; explosion; riot; war; sabotage; acts of terrorism; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; CONTRACTOR's inability to obtain electricity or other type of energy, feedstock, raw or finished material from normal sources of supply, labor, equipment or transportation; 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 consecutive days, either party may terminate this Agreement.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, 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 be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. CONTRACTOR does not make prompt and proper payments to subcontractors;

c. CONTRACTOR does not make prompts and proper payments for labor, materials, or equipment furnished him;

d. Another contractor is damaged by an act for which CONTRACTOR is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or **(X)** does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as

received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

13. **FINAL PAYMENT** - OWNER shall withhold up to 10% of the Contract Price throughout the project until final completion and acceptance of the project in accordance with the Local Government Prompt Payment Act ("Act"), unless the project is subject to Federal funding, in whole or in part, and the project is subject to laws and regulations contrary to the Act. The retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER a complete release of liens arising out the contract, or receives releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to OWNER indemnifying him against such claims.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents:

c. Outstanding claims of liens; or

d. Failure of Contractor to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; CONTRACTOR does not make prompt and proper payments to subcontractors; CONTRACTOR does not make prompt and proper payments for labor, materials, or equipment furnished him; a subcontractor is damaged by an act for which CONTRACTOR is responsible; claims of liens are filed on the job; or in the opinion of the OWNER, CONTRACTOR'S work is not progressing satisfactorily. Further, OWNER may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Contract if CONTRACTOR is behind schedule and it is anticipated by OWNER that the Work will not be completed within the Contract Time. The additional retainage, under this subsection,

may at the OWNER'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the OWNER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by the Contract Documents.

14. **DESIGNATION OF PROJECT MANAGER OR ARCHITECT OR LANDSCAPE ARCHITECT: DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Water Treatment Manager or his authorized representative is the OWNER's Project Manager during the entire period of supply and delivery of LIQUID OXYGEN (LOX). The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of the work by CONTRACTOR and may make periodic visits to the work site. The OWNER will not be responsible for the means of supply and delivery, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

c. **Access to Worksite for Inspections.** The OWNER shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his duties of checking and reporting on work progress, and any such inspections shall not waive Owner's claim regarding defective work by Contractor.

d. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

e. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

f. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the work progresses, based on CONTRACTOR's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

15. **PROGRESS MEETING** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term entered into under this Agreement. CONTRACTOR's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all supply and delivery under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. CONTRACTOR shall supervise and direct the work and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** CONTRACTOR shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and equipment, including any tools required for the supply and delivery of LIQUID OXYGEN (LOX) necessary for the proper delivery in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** CONTRACTOR shall secure all licenses and permits necessary for proper completion of the transport and delivery, paying the fees thereof. CONTRACTOR warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for CONTRACTOR to undertake the contract work.

e. **Guarantee.** Product delivered hereunder will meet the Specifications. OWNER may reject any Product which does not meet the Specifications and no charge will be made for Product so rejected. Since OWNER may obtain devices which have the capability of testing whether Product meets the Specifications, no claim of any kind with respect to the conformance of Product to the foregoing Specifications, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the quantity of nonconforming Product in respect to which such claim is made. The foregoing constitutes OWNER's exclusive remedy and COINTRACTOR's sole obligation with respect to any such claim. THERE ARE NO EXPRESS WARRANTIES BY CONTACTOR OTHER THAN THOSE SPECIFIED IN THIS SECTION. NO WARRANTIES BY CONTRACTOR (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

17. **ASSIGNMENT** - CONTRACTOR 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 the OWNER.

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

    b. If OWNER determines that any subcontractor is not performing in accordance with this Agreement, OWNER shall so notify CONTRACTOR who shall take immediate steps to remedy the situation.

    c. If CONTRACTOR, prior to the commencement of any delivery subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.
    d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

18. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

19. **PROHIBITION AGAINST CONTINGENT FEES** - 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 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **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.

22. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder.

23. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

a. CONTRACTOR 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 signatory for CONTRACTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR

agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - CONTRACTOR shall supply a materials, performance and payment bond(s) in form approved by the OWNER and in accordance with Florida law and in an amount specified in the Contract Documents for an Agreement in which the Total Contract Price exceeds $200,000.00 and for all other Projects where the City Commission or City Manager has not specifically exempted the CONTRACTOR from executing such bond.

For any Agreement in which the Total Contract Price is $200,000.00 or less and the City Commission or City Manager has specifically exempted the CONTRACTOR from executing a performance and payment bond, prior to receiving the final ten percent (10%) payment hereunder, CONTRACTOR shall be required to provide certification from all laborers, materialmen, and subcontractors that such laborers, materialmen, and subcontractors have no claims against CONTRACTOR resulting from completion of the Work in accordance with Paragraph 12 above. The CONTRACTOR shall provide a certified list of all subcontractors, laborers, and material suppliers to the OWNER within twenty (20) days of receiving the Notice to Proceed with the work. This list shall be updated thereafter as necessary with a certified statement that the list and its updates include the names and addresses of all of those subcontractors, laborers, and material suppliers furnishing labor and/or material for the work.

25. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. 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.

c. The CONTRACTOR 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 $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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 the 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.~~

d. ~~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 the Total Contract Price. CONTRACTOR shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a c~~ertificate of occupancy for the Work.

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

f. 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 OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation f any stipulated insurance coverage.

The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.

26. **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.

27. **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.

28. **ATTORNEY'S FEES** - 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.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **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.

32. **SOVEREIGN IMMUNITY** - The OWNER 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 OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER 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. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. 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. 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.

36. **DRAFTING** - OWNER and CONTRACTOR 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.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

LINDE INC
Attn: Doreen Heal / Director, Government Programs
7000 High Grove Blvd.
Burr Ridge, IL 60527

For OWNER:

City of Cocoa
Attn: City Manager and _____
65 Stone Street
Cocoa, FL 32922

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

38. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent

(5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

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

40. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

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

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

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

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

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

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act* (Not Applicable)

~~(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.~~

~~(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.~~

~~(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.~~

~~(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.~~

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to

assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C

and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, LINDE INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Doreen Heal
Signature of Contractor's Authorized Official

Doreen Heal / Director, Government Programs
Name and Title of Contractor's Authorized Official

10/9/2020
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor

which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *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.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-PRAXAIR-001-00)

ADDITIONAL TERMS AND CONDITIONS

1. BUYER'S STORAGE SYSTEM: Buyer, at its expense, will maintain the Product Storage System ("Product Storage System") and the site on which the Product Storage System is located. Seller will have the right, without any liability hereunder, to refuse to deliver Product into the Product Storage System if Seller reasonably determines that the Product Storage System or Product Storage System site is unfit for the storage or delivery of Product or the site on which the Product Storage System is located is not safe as determined by Seller for the delivery of Product. Buyer will indemnify and hold harmless Seller from and against any and all costs, fees (including reasonable legal fees and expenses), damages, liabilities and claims arising out of Buyer's failure to properly install, maintain or operate the Product Storage System or the Product Storage System site.

2. SPECIFICATIONS. Product delivered hereunder will meet the Specifications. Buyer may reject any Product which does not meet the Specifications and no charge will be made for Product so rejected. Since Buyer may obtain devices which have the capability of testing whether Product meets the Specifications, no claim of any kind with respect to the conformance of Product to the foregoing Specifications, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the quantity of nonconforming Product in respect to which such claim is made. The foregoing constitutes Buyer's exclusive remedy and Seller's sole obligation with respect to any such claim. THERE ARE NO EXPRESS WARRANTIES BY SELLER OTHER THAN THOSE SPECIFIED IN THIS ARTICLE 2. NO WARRANTIES BY SELLER (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

3. CONTINGENCIES. Neither party hereto will be liable to the other for default or delay in the performance of any of its obligations hereunder (except any obligation to make payments when due) due to act of God, accident, fire, flood, storm, riot, war, act of terrorism, sabotage, explosion, strike, concerted acts of workers, national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, feedstock, raw or finished material from normal sources of supply, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control which would prevent or delay performance or make performance commercially impracticable whether or not the contingency is of the same class as those enumerated above, it being expressly agreed that such enumeration is non-exclusive; provided, however, that neither business downturn nor economic conditions will qualify as a contingency within the meaning of this Article 3. In the event any such contingency affects only a part of Seller's capability to produce and/or deliver Product, Seller will allocate production and/or deliveries among the requirements of all its affected customers and Seller's own requirements in a fair and reasonable manner. Buyer will pay or reimburse Seller for any additional costs incurred relating to the delivery of any Product to Buyer during a contingency. In the event that a contingency event prevents Seller from delivering Product or requires Buyer to pay any additional costs for Product then Buyer shall be allowed to seek Product from alternative sources during the period of the contingency.

4. HEALTH, SAFETY AND LIABILITY. Buyer acknowledges that there are hazards associated with Product, including the storage, use and handling thereof, and Buyer agrees that its employees, agents, contractors, and others concerned with Product are aware of such hazards. Buyer assumes all responsibility for the suitability and the results of using Product alone or in combination with other articles or substances and in any manufacturing, medical, or other process or procedures. Buyer will notify Seller of any hazards and safety procedures at Buyer's Location(s) and Buyer will notify Seller in advance of any anticipated construction, renovation, or change in operations in the area of any Product Storage System site so that any hazards associated with same can be minimized. Buyer will be responsible for complying with all relevant reporting obligations under all applicable laws, including the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sections 11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)), that result from the presence at Buyer's Location(s) of Product supplied under this Agreement. Buyer will warn and protect its employees, contractors and others exposed to the hazards posed by Buyer's storage, use and handling of Product. Seller will provide documents to Buyer containing Seller's safety and health information pertaining to Product, including Seller's Material Safety Data Sheet(s), and Buyer will incorporate such information into Buyer's safety program. Buyer hereby waives any right of subrogation that Buyer, any insurer of Buyer or any third party making a claim through Buyer, may have under this Agreement. Seller will not be liable to Buyer for any incidental, consequential, indirect, special or exemplary damages (including lost profits, sales or other similar damages) arising in connection with this Agreement without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, strict liability, equity or any other theory of law) on which such damages are based.

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. UT-DYAL-21-SLA-LINDE-001-00)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
St ockt on Whitten City Manager

Date: _____

By: _____
Jake Williams, May or

Date: 10/14/2020

ATTEST:

Carie Shealy, City Clerk

CONTRACTOR

LINDE INC.

By: Doreen Heal

Print name/title: Doreen Heal / Director, Government Programs

Date: 10/8/2020

STATE OF Illinois
COUNTY OF Will

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 8th day of October 2020, by Doreen Heal the Director - Government Programs of Linde Inc., who is personally known to me or who produced _____ as identification and who did take an oath.

Kimberley E. Howard
(Notary Public Signature)
Kimberley E. Howard
(Print Name)
Notary Public, State of Illinois
Commission No.: _____
My Commission Expires: March 17, 2021

KIMBERLEY E HOWARD
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 17, 2021

FY2024 ANNUAL CHEMICALS - Dyal Water Treatment Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	Vendor Number	PRODUCT	PROJECT #	BID NO.	REQUESTED ACTION	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.	7040	Sodium Hypochlorite (Wewa)	DYCH01	B-22-12-COC-B	1st Amendment - Year 1 of 3 year renewals	$ 92,050.00	9/26/2024
2	Carmeuse Lime & Stone	10316	Quick Lime Pebble 3/8" & 3/4"	DYCH02	UT-DYAL-21-SLA-CARMEUSE-001-00(B-20-19-COC)	Ist Amendment - Year 3 of 3 contract	$ 2,655,568.00	9/30/2024
3	Harcros Chemicals, Inc.	9716	Hydrofluosilicic Acid	DYCH03	Piggyback w/Oviedo	Piggyback w/Oviedo - 1st Amendment - Year 4 of 4 year renewals	$ 64,584.00	9/30/2024
4	Thatcher	1334	Ferric Sulfate	DYCH04	B-22-12-COC-C	1st Amendment - Year 1 of 3 year renewals	$ 461,638.00	9/26/2024
5	Matheson Tri-Gas, Inc.	10567	Carbon Dioxide	DYCH06	B-23-24-COC	1st Amendment - Year 1 of 3 year renewals	$ 504,491.00	9/30/2024
6	Veolia WTS USA, Inc.	10925	Polyfloc AP1120P B1-55lbs	DYCH13	SLA-20230514	Year 1 of 1 contract	$ 49,000.00	9/30/2024
7	Tropichem Enterprises	9891	Wisprofloc	DYCH07	SLA-UT DYAL-21-SLA-TROPICHEM-001-00	1st Amendment - Year 1 of 2 year renewals	$ 31,048.00	9/29/2024
8	Genesis Alkali, LLC	9920	Soda Ash	DYCH09	B-21-31-COC	1st Amendment -Year 3 of 3 year contract	$ 819,025.00	9/30/2024
9	Burnett Lime	8684	CalFlo	DYCH10		Proprietary SS Purchase	$ 366,409.00	9/30/2024
10	Linde, Inc.	10718	Liquid Oxygen (LOX)	DYCH11	001-00	1st Amendment - Year 1 of 2 year renewals	$ 82,000.00	9/30/2024
11	Brenntag Mid South Inc	64	Superflock N-1986	DYCH12	B-19-02	SS	$ 30,000.00	9/30/2024
12	Orlando Water Inc	10528	Salt	DYCH15			$ 6,173.00	9/30/2024
13	Hawkins, Inc.	10244	Ammonium Sulfate-Dyal Plant	DYCH16	B-20-01	Year 3 of 3 Contract	$ 190,248.00	9/30/2024
14	Allied Universal Corp.	7040	Sodium Hypochlorite (Dyal)	DYCH14, DYCH20	B-22-12-COC-B	1st Amendment - Year 1 of 3 year renewals	$ 774,829.00	9/26/2024
15	Hawkins, Inc.	10244	Ammonium Sulfate-Wewa	DYBS01	B-20-01	Year 3 of 3 contract	$ 7,931.00	9/30/2024
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536.52-09						6,134,993	

FY2024 ANNUAL CHEMICALS - Sellers Water Reclamation Facility

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor		PRODUCT	PROJECT #	BID NO.	REQUESTED ACTION	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.		Sodium Hypochlorite		B-20-01-COC	1st Amendment	$ 174,202.00	9/30/2024
	ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Sellers Water Reclamation Plant - ACCOUNT NUMBER: 421-4120-536.52-09						$ 174,202.00	

Legislation Details (With Text)

File #:	23-558	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/12/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	To Award ITB B-23-COC for the Supply and Delivery of Carbon Dioxide, for use as a Water Treatment Chemical, to Matheson Tri-Gas Inc. Approve a One-Year Agreement with the Option to Renew for an Additional Three One-Year Terms; Authorize the City Manager to Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total FY2024 Budget for Chemicals; Pending Approval of the FY2024 Budget...End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY24 Chemical Budget Exb A.pdf B-23-24-COC - Carbon Dioxide Supply Agreement.pdf EXHIBIT A - City of Cocoa PO Terms and Conditions.pdf EXHIBIT B - ITB B-23-24-COC.pdf EXHIBIT C - MATHESON TRI GAS SUBMISSION.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2023
Agenda Date: September 26, 2023
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award ITB B-23-COC for the Supply and Delivery of Carbon Dioxide, for use as a Water Treatment Chemical, to Matheson Tri-Gas Inc. Approve a One-Year Agreement with the Option to Renew for an Additional Three One-Year Terms; Authorize the City Manager to Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total FY2024 Budget for Chemicals; Pending Approval of the FY2024 Budget.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) established 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 individual chemical budgets throughout the year as necessary and may increase or decrease individual chemical budgets based on need; however, the total FY24 chemical budget for the Dyal WTP ($6,134,993) will not be exceeded. If additional budget is needed to increase the total chemicals budget in FY24, staff will prepare a BAF for City Council

approval. The total estimated carbon dioxide purchases are $504,491.00 for the Dyal WTP. Remaining chemical budgets will be used for chemical purchases previously approved or are currently in process. For a full accounting of FY24 anticipated chemical usage see EXHIBIT A attached to this agenda item which totals $6,134,993.

Staff is requesting approval of a one-year contract to Matheson Tri-Gas, Inc. with three (3) options to renew one (1) additional year, for a total of four (4) years.

Staff is also requesting that City Council authorize the City Manager to approve all future annual renewals and amendments to this contract and authorize the City Manager to approve change orders between the various chemical providers for chemical purchases for FY24 up to the total chemical budget for FY24.

Company Name	Award	Not Selected	Bid Amount
Matheson Tri Gas	X		Carbon Dioxide @ $470.00 per ton
Airgas		X	Carbon Dioxide @ $502.00 per ton
Lindi		X	Carbon Dioxide @ $525.00 per ton

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted — Upon adoption of FY24 Budget
If not budgeted, is amendment/transfer attached? — N/A

Total Dyal Plant Chemical FY24 Budget is $6,134,993

See Exhibit A for the anticipated chemical uses:

Amount Requested — $504,491
Account Number — 421-4020-536.52-09
Account Name — Chemicals

Source of Funds: — Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Award ITB B-23-COC for the Supply and Delivery of Carbon Dioxide, for use as a Water Treatment Chemical, to Matheson Tri-Gas Inc. Approve a One-Year Agreement with the Option to Renew for an Additional Three One-Year Terms; Authorize the City Manager to Approve Annual Renewals, Amendments, and Change Orders to Individual Purchase Orders or between Chemical Providers in an Amount not to Exceed the Total FY2024 Budget for Chemicals; Pending Approval of the FY2024 Budget.

FY2024 ANNUAL CHEMICALS - Dyal Water Treatment Plant

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	Vendor Number	PRODUCT	PROJECT #	BID NO.	REQUESTED ACTION	Estimated Project Budget Extended Total	EXPIRES
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11	Brenntag Mid South Inc	64	Superflock N-1986	DYCH12	B-19-02	SS	$ 30,000.00	9/30/2024
12	Orlando Water Inc	10528	Salt	DYCH15			$ 6,173.00	9/30/2024
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15	Hawkins, Inc.	10244	Ammonium Sulfate-Wewa	DYBS01	B-20-01	Year 3 of 3 contract	$ 7,931.00	9/30/2024
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536.52-09							6,134,994	

FY2024 ANNUAL CHEMICALS - Sellers Water Reclamation Facility

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor		PRODUCT	PROJECT #	BID NO.	REQUESTED ACTION	Estimated Project Budget Extended Total	EXPIRES
1	Allied Universal Corp.		Sodium Hypochlorite		B-20-01-COC	1st Amendment	$ 174,202.00	9/30/2024
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Sellers Water Reclamation Plant - ACCOUNT NUMBER: 421-4120-536.52-09							$ 174,202.00	

CITY OF COCOA

SERVICE CONTRACT

B-23-24-COC

WATER TREATMENT CHEMICALS – CARBON DIOXIDE.

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 26th day of September, 2023, 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-23-24-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, or other locations as agreed, 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:

COMPANY NAME: Ma□e□n □r□□a□□n□
ADDRESS: 909 □a□e □ar□□n P□□ □ □□E 1300
□r□n□□□□ □5039

ATTENTION Pr□du□□Mana□emen□/ □u□□ □□2

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:

MA□□E□□□ □R□□A□□□□.

Jesse Rodgers

Printed Name: □e□□e R□d□er□

Title: □□e Pre□den□□□Pr□du□□Mana□emen□

Date: 9/1/2023

CITY OF COCOA:

Stockton Whitten, City Manager

Date:

ATTEST:

Carie Shealy, City Clerk, MMC

EXHIBIT B

Invitation to Bid B-23-24-COC

EXHIBIT C

Bidder Response

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.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Issuance | Release Date: August 16, 2023
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

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 water treatments chemical, 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 August 31, 2023 by 5:00PM EST 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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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SECTION 1 INTRODUCTION

1.01 Chemical Specifications

CARBON DIOXIDE:

Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

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.

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.

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.

Although not guaranteed, the expected annual quantity of Carbon Dioxide per year at the Dyal Water Treatment Plant is 12 tons per year:

1.02 MINIUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

Delivery Requirements:

1. Contractor(s) warrant that chemicals provided as a result of this RFP:
    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.

DELIVERY TIME: Chemicals are 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.

Delivery of **Carbon Dioxide** shall be made to the:

1. 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.
2. Other locations as necessary, with concurrence from all parties.

DELIVERY INSTRUCTIONS:

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 gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

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.

The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City and each Participating Public Agency. Failure to deliver at the time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

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

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 or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City or Participating Public Agency which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon 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.

1.03 TERM OF AGREEMENT

The awarded bidder will enter into a supply and service agreement, attached herin as EXHIBIT A for the period of one year from the date of execution with the option to renew with the written approval of all parties for up to three additional one-year periods for a total of four years.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**August 16, 2023 at 8:00am EST**
Mandatory Pre-Bid Conference	**N/A**
Deadline for Questions	**August 31, 2023 at 5:00pm EST**
Bid Due Date and Time	**September 6, 2023 at 3:00pm EST**
Anticipated Notice of Intent to Award	**September 2023**
City Council Approval of Contract	**September 2023**

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, Ext. 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.

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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, Ext. 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 (407) 262-7700, 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 Thursday between 7:00 A.M. to 6:00 P.M., Local Time via phone at (321) 433-8833, Ext. 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.

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.gov, 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 PROGRAM

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.gov 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.

4.71 PROHIBITION ON SOCIAL, POLITICAL OR IDEOLOGIGAL PREFERENCE

Pursuant to Florida Statutes § 287.05701, the City shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number:** **ITB B-23-24-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/06/2023**
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
	Cover Letter (if applicable)
	Attachment "A" Submittal Acknowledgement
	Attachment "B" Addendum Acknowledgement
	Attachment "C" Insurance Requirements
	Attachment "D" Bid Security Bond (if required)
	Attachment "E" Bid Price Schedule
	Attachment "F" Trench Safety (if required)
	Attachment "G" Certificate of Non-Segregated Facilities
	Attachment "H" Drug-Free Workplace
	Attachment "I" Conflict of Interest and Non-Collusion
	Attachment "J" Organizational Info
	Attachment "K" Subcontractor Participation
	Attachment "L" References
	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
	Attachment "O" Scrutinized Companies
	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
	Proof of Florida Registration (if required)
	Professional License(s) (if required)
	W9
	Proof of Insurance
	USB drive with electronic copy of submittal
	Executed Chemical Service Agreement (EXHIBIT A)

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Attachment "A"

Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

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

_____ _____
Signature Date

Name: _____

Title: _____

Company Name: _____

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 RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Title Date

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Attachment "B"

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 "C"
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-23-24-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/06/2023**
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

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 _____
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 "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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity Per Year	Unit Price[2]	Delivery Days[3]
1	Carbon Dioxide, 99.5%	Ton	1,100		
			1st Renewal		
			2nd Renewal		
			3rd Renewal		

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.
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 thirty (30) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with two (3) options to renew this Contract for one (1) additional years, for a total of three (4) years.

Bidder/Contractor Name:_____

Mailing Address: _____

Telephone Number: _____ E-mail Address:_____ _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

(Attachment "E" continued)

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 _____

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 – Not Used

~~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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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 _____, 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 _____

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. 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 _____, 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 _____

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-23-24-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/06/2023**
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**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-23-24-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/06/2023**
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Attachment "M"

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 _____, 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 _____

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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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-23-24-COC**

TITLE: **Supply and Delivery of Carbon Dioxide**

SOLICITATION DUE DATE: 09/06/23 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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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 A

CITY OF COCOA CHEMICAL SERVICE AGREEMENT

To be included in your submittal (responses required on pages 11 and 17)

CITY OF COCOA

SERVICE CONTRACT

B-23-24-COC

WATER TREATMENT CHEMICALS – CARBON DIOXIDE.

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 _____, 2023, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "CITY," and _____ with its principal place of business located at _____, 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-23-24-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, or other locations as agreed, 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:

COMPANY NAME: _____
ADDRESS: _____
_____
_____
ATTENTION _____

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:	**CITY OF COCOA:**
_____	_____
	Stockton Whitten, City Manager
Printed Name: _____	
Title: _____	Date: _____
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-23-24-COC

EXHIBIT C

Bidder Response

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	**Solicitation Number:** **ITB B-23-24-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/06/2023**
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

RESPONSE COVER PAGE

COMPANY NAME	Ma□e□n □r□□a□□n□.
ADDRESS	909 □a□e □ar□□n P□□□ □□E 1300□r□n□□□□ □5039
PRIMARY CONTACT	□□n □□en / □u□□ □a□e□ Rep.
TELEPHONE #	9□2.5□0.5□00□□e□□21□.□0□.95□3
EMAIL ADDRESS	□□en□ ma□e□n□a□.□□m

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
□	Original Submittal Package bound with binder clip
□/A	Attended Pre-Bid (if Mandatory)
□	Cover Letter (if applicable)
□	Attachment "A" Submittal Acknowledgement
□	Attachment "B" Addendum Acknowledgement
□	Attachment "C" Insurance Requirements
□/A	Attachment "D" Bid Security Bond (if required)
□	Attachment "E" Bid Price Schedule
□/A	Attachment "F" Trench Safety (if required)
□	Attachment "G" Certificate of Non-Segregated Facilities
□	Attachment "H" Drug-Free Workplace
□	Attachment "I" Conflict of Interest and Non-Collusion
□	Attachment "J" Organizational Info
□	Attachment "K" Subcontractor Participation
□	Attachment "L" References
□	Attachment "M" Truth-in-Negotiations
□	Attachment "N" Solicitation Label affixed to envelope
□	Attachment "O" Scrutinized Companies
□	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
□/A	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees
□	Proof of Florida Registration (if required)
□/A	Professional License(s) (if required)
□	W9
□	Proof of Insurance
□	USB drive with electronic copy of submittal
□	Executed Chemical Service Agreement (EXHIBIT A)

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
	TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE	

Attachment "A"
Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

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

Signature Jesse Rodgers 9/1/2023
Signature Date

Name: Jesse Rodgers

Title: Vice President of Product Management

Company Name: Matheson Tri-Gas, Inc.

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9/1/23 (date) by Jesse Rodgers, VP Product Management (name of officer or agent, title of officer or agent) of Matheson Tri-Gas, Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally Known (type of identification) as identification.

Michelle Smith
[Notary Seal] Notary Public

MICHELLE SMITH
Notary ID #132099316
My Commission Expires
July 16, 2027

Michelle Smith
Name typed, printed, or stamped
My Commission Expires: 7/16/27

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Title Date

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Attachment "B"

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: 8/28/2023

Addendum No. 2 Dated: 8/31/2023

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: 972.560.5700 Fax Number: N/A E-mail Address: jowen@mathesongas.com

Jesse Rodgers
Authorized Signatory

Jesse Rodgers
Printed Name

FEIN: 74-2460354

Vice President of Product Management
Title

9/1/2023
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☚

Attachment "C"
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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
	TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE	

Jesse Rodgers

AFFIANT SIGNATURE

Jesse Rodgers

Typed Name of AFFIANT

Vice President of Product Management

Title

The foregoing instrument was executed before me this 1st day of September, 2023, by Jesse Rodgers as Vice President Product Management 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, 2027

NOTARY PUBLIC
STATE OF Texas
MY COMMISSION EXPIRES: 7/16/27

Michelle Smith

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 "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~~

Revised August 28, 2023 per addendum 1.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Item	Description[1]	Unit of Measure	Estimated Quantity Per Year	Unit Price[2]	Delivery Days[3]
1	Carbon Dioxide, 99.5%	Ton	1,100	$470.00	TWO (2)
			1st Renewal	N/A	
			2nd Renewal	N/A	
			3rd Renewal	N/A	

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. For renewal years, if bidding, enter your price or price escalation criteria.
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 thirty (30) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.
2) Contract shall continue for one (1) year with three (3) options to renew this Contract for one (1) additional years, for a total of four (4) years.

Bidder/Contractor Name: Matheson Tri-Gas, Inc.

Mailing Address: 909 Lake Carolyn Pkwy STE 1300, Irving, TX 75039

Telephone Number: 972.560.5700 E-mail Address: jowen@mathesongas.com

Jesse Rodgers
Authorized Signatory

Jesse Rodgers FEIN: 74-2460354
Printed Name

Vice President of Product Management
Title

9/1/2023
Date

(Attachment "E" continued)

STATE OF Texas COUNTY OF Dallas

The foregoing instrument was executed before me this 1st day of September, 2023, by Jesse Rodgers as Vice President Product Management 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 PUBLIC, State of Texas

MICHELLE SMITH
Notary ID #132099316
My Commission Expires
July 16, 2027

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 – Not Used

~~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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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: 972.560.5700 Fax Number: N/A E-mail Address: jowen@mathesongas.com

Jesse Rodgers
Authorized Signatory

Vice President of Product Management
Title

74-2460354 FEIN:

Printed Name Jesse Rodgers

9/1/2023
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.

Jesse Rodgers

AFFIANT SIGNATURE

Jesse Rodgers

Typed Name of AFFIANT

Vice President of Product Management

Title

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was executed before me this 1st day of September, 2023, by Jesse Rodgers as Vice President Product Mgmt 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 PUBLIC, State of Texas

MICHELLE SMITH
Notary ID #132099316
My Commission Expires
July 16, 2027

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. 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 74-2460354 of the individual signing this sworn statement: _____.

My name is Jesse Rodgers and my relationship to the above entity is Vice President of Product Management.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB #ITB B-23-24-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.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
	TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE	

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.

Jesse Rodgers

AUTHORIZED SIGNATURE

Jesse Rodgers

Typed Name of AUTHORIZED SIGNATORY

Vice President of Product Management

Title

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was executed before me this 1st day of September, 2023 by Jesse Rodgers as Vice President Product Mgmt 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, 2027

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 "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)					
X	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		74-2460354			

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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Telephone Number: 972.560.5700 Fax Number: N/A E-mail Address: jowen@mathesongas.com

Jesse Rodgers

Authorized Signatory

Vice President of Product Management

Title

Jesse Rodgers FEIN: 74-2460354

Printed Name

9/1/2023

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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Attachment "K"
Proposed Schedule of Subcontractor Participation

☒ **No Subcontracting (of any kind) will be utilized on this project.**		**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
	N/A		
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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Bidder/Contractor Name: Matheson Tri-Gas, Inc.

Mailing Address: 909 Lake Carolyn Pkwy STE 1300, Irving, TX 75039

Telephone Number: 972.560.5700 Fax Number: N/A E-mail Address: jowen@mathesongas.com

Jesse Rodgers

Authorized Signatory

Vice President of Product Management
Title

Jesse Rodgers FEIN: 74-2460354
Printed Name

9/1/2023
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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
	TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE	

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 of Carbon Dioxide for Water Treatment Plant				
Address: 3701 North State Road 7. Lauderdale Lakes, FL 33319 and 1390 NE 50th Street. Pompano Beach, FL 33064				
Contracting Agency/Client: Broward County, FL / Water and Wastewater Services				
Contact Name and Phone #: Carlos Garcia / 954.831.0920				
Contact Email Address and Fax #: cbgarcia@broward.org				
Contract Amount: 500k	Start Date:	Current	End Date:	Ongoing
Project #2:				
Project Name: Carbon Dioxide				
Type of Project/Service: Supply of Carbon Dioxide for Water Treatment Plant				
Address: 1800 27th Street Vero Beach, FL 32960				
Contracting Agency/Client: Indian River County, FL				
Contact Name and Phone #: Diane Lystlund / 772.226.1418				
Contact Email Address and Fax #: dlystlund@ircgov.com				
Contract Amount: 400k	Start Date:	Current	End Date:	Ongoing
Project #3:				
Project Name: Carbon Dioxide				
Type of Project/Service: Supply of Carbon Dioxide for Water Treatment Plant				
Address: 3315 State Road 442				
Contracting Agency/Client: City of Edgewater, FL				
Contact Name and Phone #: Robert Polizzi / 386.424.2400 x4031				
Contact Email Address and Fax #: rpolizzi@cityofedgewater.org				
Contract Amount: 100k	Start Date:	Current	End Date:	Ongoing

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
	TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE	

Project #4:				
Project Name: Carbon Dioxide				
Type of Project/Service: Supply of Carbon Dioxide for Water Treatment Plant				
Address: 3651 LPGA Blvd. Daytona Beach, FL 32124				
Contracting Agency/Client: City of Daytona Beach, FL				
Contact Name and Phone #: Eric Smith / 386.671.8829				
Contact Email Address and Fax #: smitheric@codb.us				
Contract Amount: 200k	Start Date:	Current	End Date:	Ongoing
Project #5:				
Project Name: Carbon Dioxide				
Type of Project/Service: Supply of Carbon Dioxide for Water Treatment Plant				
Address: 4400 Wellfield Road Port Orange, FL 32119				
Contracting Agency/Client: City of Port Orange, FL				
Contact Name and Phone #: Kelly Klausky / 386.506.5596				
Contact Email Address and Fax #: kklausky@port-orange.org				
Contract Amount: 75k	Start Date:	Current	End Date:	Ongoing

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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

Attachment "M"

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: Matheson Tri-Gas, Inc.

Mailing Address: 909 Lake Carolyn Pkwy STE 1300, Irving, TX 75039

Telephone Number: 972.560.5700 Fax Number: N/A E-mail Address: jowen@mathesongas.com

Jesse Rodgers
Authorized Signatory

Jesse Rodgers FEIN: 74-2460354
Printed Name

Vice President of Product Management
Title

9/1/2023
Date

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was executed before me this 1st day of September, 2023, by Jesse Rodgers as Vice President Product Mgt of Matheson Tri-Gas, 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, 2027

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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-23-24-COC**

TITLE: **Supply and Delivery of Carbon Dioxide**

SOLICITATION DUE DATE: ~~09/06/23~~ 09/15/2023 per AD.2 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****

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833	Solicitation Number: ITB B-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE		

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: 972.560.5700 Fax Number: N/A E-mail Address: jowen@mathesongas.com

Jesse Rodgers — Signatory

Jesse Rodgers — Printed Name

FEIN: 74-2460354 Authorized

Vice President of Product Management — Title

9/1/2023 — 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-23-24-COC
	INVITATION TO BID (ITB)	Due Date: 09/06/2023
	TITLE: SUPPLY AND DELIVERY OF CARBON DIOXIDE	

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 9/1/23 (date) by Jesse Rodgers (name of officer or agent, title of officer or agent) of Matheson Tri-Gas, Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

Michelle Smith
[Notary Seal] Notary Public

Michelle Smith
Name typed, printed, or stamped
My Commission Expires: 7/16/27



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 A

CITY OF COCOA CHEMICAL SERVICE AGREEMENT

To be included in your submittal (responses required on pages 11 and 17)

E-Verify

Company ID Number: 32855
Client Company ID Number: 528562

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and OHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Matheson Tri Gas, Inc.

Name (Please Type or Print)	Title
Signature	Date

E-Verify Employer Agent ADP, Inc. (SC)

Kenneth Hampton Name (Please Type or Print)	Title
Electronically Signed Signature	03/29/2012 Date

Department of Homeland Security - Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	0411712012 Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Matheson Tri Gas, Inc.

Detail by Entity Name

Foreign Profit Corporation
MATHESON TRI-GAS, INC.

Filing Information

Document Number	P14220
FEI/EIN Number	74-2460354
Date Filed	04/29/1987
State	DE
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/08/2008
Event Effective Date	NONE

Principal Address

909 Lake Carolyn Parkway
Suite 1300
Irving, TX 75039

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.
Dept 3028, PO Box 123028

Requester's name and address (optional)

6 City, state, and ZIP code
Dallas, TX 75312-3028

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 ▶ 1/1/2023

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.*

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2022

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 : Tokio Marine Specialty Insurance Company — 23850 INSURER B : ACE American Insurance Company — 22667 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W26766116 **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:			GLS 4300661 00	12/01/2022	12/01/2023	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 $ 10,000 $ 1,000,000 $ 10,000,000 $ 5,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H10702550	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		WLR C70306487	10/01/2022	10/01/2023	[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)

CERTIFICATE HOLDER

Evidence 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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Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

August 31, 2023

Addendum 1

To the Contract Documents and Specifications:
ITB# B-23-24-COC
Water Treatment Chemical – Carbon Dioxide

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:

A.1. Can the bid date be extended by 2 weeks? The City will allow an extension of the due date of an additional 9 days. The revised bid due date for this solicitation will now be Friday September 15, 2023. Bids must be received by 3PM.

A.2. Can a site visit be scheduled to view the tanks? Yes. You may reach out to James Mitchell, the Water Treatment Plant Manager at jmitchell@cocoafl.gov to schedule an appointment. Appointments must be scheduled as soon as possible and must take place between now and September 13, 2023. City staff will be available to escort you to the storage tanks so that you can view them prior to submitting a bid. City Staff will not respond to any questions during the site visit.

A.3. Will the City permit the supplier to install telemetry on their tank and base deliveries on the telemetry readings? Yes. The City will permit the installation of telemetry reading equipment at the cost of the supplier. The equipment can be radio/cellular telemetry only and cannot access the City network.

A.4. Will the City allow for 24/7 access for deliveries? If not what are the hours for delivery? Yes, the plant is staffed 24/7 and can receive deliveries any time.

B. The Solicitation Schedule in section 1.04 of the ITB is hereby modified to extend the bid due date and Time to September 15, 2023 at 3PM.

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**August 16, 2023 at 8:00am EST**
Mandatory Pre-Bid Conference	**N/A**
Deadline for Questions	**August 31, 2023 at 5:00pm EST**
Bid Due Date and Time	~~**September 6, 2023 at 3:00pm EST**~~ **September 15, 2023 at 3:00pm EST**
Anticipated Notice of Intent to Award	**September 2023**
City Council Approval of Contract	**September 2023**

C. 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

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: PURCHASING@COCOAFL.ORG

August 28, 2023

Addendum 1

To the Contract Documents and Specifications:
ITB# B-23-24-COC
Water Treatment Chemical – Carbon Dioxide

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. The following updates and clarification are made to the bidding documents:
   A.1. Page 7, Section 1.01 Chemical Specifications states in the last paragraph that, "the expected annual quantity of Carbon Dioxide per year at the Dyal Water Treatment Plant is **12** tons per year." This should read **1,100** tons per year.
   A.2. Page 46, Attachment E, in the bidder agreement section is updated as follows:
   2) Contract shall continue for one (1) year with ~~two~~ three (3) options to renew this Contract for one (1) additional years, for a total of ~~three~~ four (4) years. An updated Attachment E is also provided.

B. This addendum includes and addresses the following questions:
   B.1. Is it required to enter a bid price on the renewal years in Attachment E? You may bid a price or a percentage increase based on CPI or other factors. If not bidding on renewal years you may enter N/A. The City reserves the right to factor in the anticipated cost of renewals when making a decision to award.

C. 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

Legislation Details (With Text)

File #:	23-589	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	9/18/2023		**In control:**	City Council	
On agenda:	9/26/2023		**Final action:**		
Title:	Approve Multi-Year Piggyback agreement for uniform supply and delivery services with Reads Uniforms Inc. utilizing the City of Ocala contract award OFR 220630 through September 19th, 2025, Authorize the City Manager to execute amendments and extensions, pending the Adoption of the FY24 Budget.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PARTIALLY EXECUTED Standard Form for Piggyback Contract No. OFR-220630.pdf Ocala Fire Rescue Contract.pdf EXECUTED CONTRACT - First Amendment to Agreement for Uniform Supply, Read's Uniforms LLC RE Contract OFR220630 - Uniform Supply and Delivery Services.msg SIGNED E-Verify Contractor Affidavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2023
Agenda Date: September 26, 2023
Prepared By: Jonathan Lamm, Fire Chief
Through: Department Director
Requested Action:
Approve Multi-Year Piggyback agreement for uniform supply and delivery services with Reads Uniforms Inc. utilizing the City of Ocala contract award OFR 220630 through September 19th, 2025, Authorize the City Manager to execute amendments and extensions, pending the Adoption of the FY24 Budget.

BACKGROUND:

Staff is requesting a multi-year piggyback off of City of Ocala contract award OFR 220630 for the purchase of uniform supply and delivery service. Entering into a Multi-Year agreement for the Fire Department will ensure a significate cost savings to our citizens for the purchase of uniform supplies and delivery services needed for department personnel for the duration of the contract term of this agreement

Staff is also requesting City Manager approval to execute any amendments and extensions related to this piggyback agreement. All purchases under this agreement will remain within the City Manager's approval authority. Any purchases that exceed the City Manager's authority will be presented to City

Council for approval.

STRATEGIC PLAN CONNECTION:

Public Safety- Reducing and eliminating the City's exposure to hazards impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering, and property damage.

BUDGETARY IMPACT:

Purchases of fire department uniforms, supplies, and services will be within the adopted budgets for FY 2024 and any future years that these contracts are valid.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Multi-Year Piggyback agreement for uniform supply and delivery services with Reads Uniforms Inc. utilizing the City of Ocala contract award OFR 220630 through September 19th, 2025, Authorize the City Manager to execute amendments and extensions, pending the Adoption of the FY24 Budget.

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STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Read's Uniforms, Inc., 4 Sweeten Creek Crossing, Asheville, NC 28803 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Ocala - FL said contract being identified as: Uniform Supply and Delivery Services, Contract No. OFR/20630**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Uniform Supply and Delivery Services, see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Read's Uniform, Inc. The term of said agreement shall be for the period effective date of the City Mayor's signature through 09/19/2025.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 and 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Manager (not to exceed signing authority $75k).

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.4. Venue:
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.5. Dispute Resolution:
Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.6. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	**For City**
Read's Uniforms, Inc. Attn: David George Jr., VP of Sales 4 Sweeten Creek Crossing Asheville, NC 28803 Phone: 828-412-8950 Email: David.george@readsuniforms.net	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Read's Uniforms, Inc.

Entered this _____ day of _____

David George / VP of Sales

(Print Name / Title)

(Signature)

September 5, 2023

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES

THIS AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **READ'S UNIFORMS, INC.** a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 85-2699502) ("Vendor").

R E C I T A L S :

WHEREAS, on July 26, 2022, City issued an Invitation to Bid ("ITB") for vendors to provide uniforms for the City of Ocala's Fire Rescue department, ITB No.: OFR/220630 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Read's Uniforms, Inc., was found to be the lowest; and

WHEREAS, Read's Uniforms, Inc., was chosen as the intended awardee for the provision of providing uniforms for the City of Ocala's Fire Rescue department (the "Services"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required licensure, skills, and experience to perform the work required for the Services.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**. The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-2)
      Exhibit B: Price Proposal (B-1 through B-2)
      Exhibit C: Garment Specifications (C-1)

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Exhibit D: Logo Samples (D-1 through D-2)
Exhibit E: EMT and Paramedic Logos (E-1)
Exhibit F: Beanie and Ball Cap Image (F-1 through F-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A; then (2) Exhibit B; then (3) Exhibit C; then (4) Exhibit D; then (5) Exhibit E; then (6) Exhibit F.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed **TWO HUNDRED TWELVE THOUSAND, FOUR HUNDRED NINETY AND 60/100 DOLLARS ($212,490.60)** (the "Contract Sum") over the entire Contract Term as full and complete compensation for the timely and satisfactory performance of services and based on the pricing set forth in **Exhibit B – Price Proposal** attached hereto.
   A. **Pricing Increases**. Vendor pricing is expected to be fixed for the initial contract term. Requests for price increases for subsequent renewal terms shall be submitted no later than **NINETY (90)** days prior to the expiration of the prior term. Price increases for renewal terms shall be subject to a maximum negotiated increase of no more than **FIVE PERCENT (5%)** annually unless there are mitigating market conditions. After the first year of the initial contract term, the City may consider properly documented requests for price increases on a case-by-case basis. Vendor must submit CPI justification or other supporting documentation along with all requests for pricing increases. Vendor may reduce pricing at any time during the contract term.
   B. **Invoice Submission**. Vendor shall invoice City for all work completed for each event. Invoices must be reviewed and agreed upon by the City of Ocala Project Manager. Review and approval shall not be unreasonably withheld, conditioned, or delayed. All invoices, reports, and other documentation submitted by Vendor shall include the City Contract Number, date, and assigned Invoice Number. Invoices, reports, and other documentation shall be submitted to the City Project Manager at: **Ocala Fire Rescue**; Attn: **Beth Antis, 505 NW Martin Luther King, Jr. Avenue Ocala, Florida 34475**; E-Mail: **bantis@ocalafl.org.**

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C. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

D. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

E. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. This Agreement shall become effective and commence on **SEPTEMBER 20, 2022** and continue through and including **SEPTEMBER 19, 2025**. There are no renewal terms available for this Agreement. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes, pandemics, labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

8. **TERMINATION, BREACH, AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation,

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term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Vendor provides material that does not meet the specifications of the Agreement;

(3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

(4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; (ii) placing a claim against the Performance Bond; or (iii) any other remedy as provided by law

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate

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this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION**. At the end of the Agreement, City may evaluate Vendor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the Agreement term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
11. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement; and

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor; and

C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever and is in compliance with same; and

D. Vendor possesses the capacity, professional experience, licensure, and skill necessary and required to perform the scope of work described herein.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or Vendors under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands

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that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an City or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the Agreement and the intent thereof.
    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **RESPONSIBILITIES OF CITY.** The following provisions are the responsibilities of the City:
    A. City shall issue all communications to Vendor.

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B. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.**

C. City has the authority to stop work or to suspend any work.

15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors

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to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of

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Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
22. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

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23. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an City relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
24. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
25. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
26. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
27. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:
    A. Keep and maintain public records required by the public City to perform the service.
    B. Upon request from the public City's custodian of public records, provide the public 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, Florida Statutes, or as otherwise provided by law.
    C. 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

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duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public City.

D. Upon completion of the contract, transfer, at no cost, to the public City all public records in possession of the Vendor or keep and maintain public records required by the public City to perform the service. If the Vendor transfers all public records to the public City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public City, upon request from the public City's custodian of public records, in a format that is compatible with the information technology systems of the public City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

28. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
29. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
30. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this

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Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

31. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

32. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

33. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

34. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

35. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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36. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Read's Uniforms, Inc. Attention: David George 4 Sweeten Creek Crossing Asheville, NC 28803 Phone: 828-412-8950 E-mail: david.george@readsuniforms.net
If to City of Ocala:	Daphne Robinson, Esq. Procurement and Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 E-mail: notices@ocalafl.org
Copy to:	Robert W. Batsel, Jr., Esq. Gooding & Batsel, PLLC 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-579-6536 E-mail: rbatsel@lawyersocala.com

37. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled.

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Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

38. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

39. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

40. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

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42. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
44. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
47. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
48. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
49. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement 09 / 25 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

READ'S UNIFORMS, LLC

David L. George Jr.

By: Read's Uniforms, Inc.
(Printed Name)

Title: VP of Sales
(Vice President or Higher)

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Exhibit A – Scope of Service

Vendor will provide uniforms for approximately one hundred and fifty (150) employees of Ocala Fire Rescue. Vendor will be responsible for all labor, equipment, and materials to provide uniforms according to specifications identified in **Exhibit C - Garment Specifications**.

UNIFORM SPECIFICATIONS:

- Items must match the specifications on **Exhibit C – Garment Specifications**.
- Vendor must provide a sample of their design template of the City's seal and logo no later than thirty (30) business days after award, unless said vendor has a City of Ocala seal and logo design template which has been approved within the last five years. **See Exhibit D – Logo Sample**.
- Vendor will be responsible to produce all emblems and patches.
- Vendor must guarantee that the apparel provided meets all of the requirements set forth in these specifications and shall provide a one-year warranty against defects in material or workmanship.
- Under no circumstances will factory seconds or imperfect apparel be accepted. Should the apparel not meet the requirements of these specifications, Vendor will be required to make any corrections at no-charge to the City and be responsible for all transportation costs, re-stocking fees, and any other fees/costs incurred.

ONLINE ORDERING/ BILLING:

- Online ordering for each employee is required, i.e., each employee must have his or her own Online ordering account.
- All orders must be billed from one account.
- The online ordering mechanism must be set up no more than thirty (30) days after award.

DELIVERY/ PICK-UP REQUIREMENTS

- Orders must be received within ten (10) business days from the guaranteed date of delivery/pick-up availability provided on each quote.

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There will be a one percent (1%) penalty applied to the vendor's final cost for every business day the delivery is late.

- Scheduling of all deliveries/material pick-ups shall be coordinated through the City Project Manager.
- Orders must be separated by employee and labeled with the employee's first initial and last name.

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Exhibit B - PRICE PROPOSAL

CONTRACT# OFR/220630

Bidder name	Bidder Location
Read's Uniforms	Leesburg, Florida

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
1	PANT POLY: HS2149/HS2481: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	186	$36.82	**$ 6,848.52**
2	L/S POLY SHIRT: HS1149/HS1494/HS1495/HS1190: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	40	$ 42.95	**$ 1,718.00**
3	S/S POLY SHIRT: HS1249/HS1496/HS1497/HS1292: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	20	$ 40.55	**$ 811.00**
4	L/S POLO GREY: F5824/F5825: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	60	$ 37.29	**$ 2,237.40**
5	S/S POLO GREY: F5802/F5803: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	335	$ 35.03	**$ 11,735.05**
6	L/S POLO WHITE: F5356: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	10	$ 33.32	**$ 333.20**
7	S/S POLO WHITE: F5355: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	285	$ 29.82	**$ 8,498.70**
8	S/S DRIFIT TEE: ST360: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	488	$ 10.35	**$ 5,050.80**
9	L/S DRIFIT TEE: ST360LS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	71	$ 11.68	**$ 829.28**
10	S/S DRIFIT SPEC: ST360 SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	40	$ 11.65	**$ 466.00**
11	L/S DRIFIT SPEC: ST360LS SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	25	$ 12.98	**$ 324.50**
12	JACKET SOFT SHELL: JP68BK: Shell: 96% Polyester / 4% Spandex Elastane. Black size Small to 4XL	EA	35	$ 74.13	**$ 2,594.55**
13	SWEATSHIRT: G18000: 8-ounce, 50/50 cotton/poly. Navy size Small, Medium and Large	EA	60	$ 14.32	**$ 859.20**
14	BALLAP: 112: 60/40 cotton/polyester, 100% polyester mesh back	EA	25	$ 11.67	**$ 291.75**
15	BEANIE: 1501: 100% turbo spun acrylic knit	EA	45	$ 8.13	**$ 365.85**
16	TIE: 90072: Durable low maintenance Polyester	EA	30	$ 4.00	**$ 120.00**
17	APEX PANT: 74434/64446: 67% polyester/ 33% cotton Flex-Tac® canvas with mechanical stretch, 6.4-oz., Teflon™ finish. Navy size 28-48 Waist inseam 30-36	EA	285	$ 58.85	**$ 16,772.25**
18	APEX SHORTS: 73334: 67% polyester / 33% cotton Flex-Tac® canvas, 6.4-oz., Teflon® finish. Navy waist 28-44	EA	125	$ 51.77	**$ 6,471.25**
19	MESH SHORTS: 7219: 100% Polyester Pro Mesh with solid Tricot liner. Navy size Small, Medium and Large	EA	300	$ 11.66	**$ 3,498.00**
20	SWEATPANTS: G18400: 8 oz., 50% USA cotton, 50% polyester. Navy size Small, Medium and Large	EA	65	$ 15.46	**$ 1,004.90**
				ANNUAL PRICING	**$ 70,830.20**

Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a

TOTAL CONTRACT PRICE (3 YEARS)	$ 212,490.60

OPTIONAL ITEM (ADD-ONS) PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
21	Upsize Charges S/S T-shirt ST360- 2XL	Each	0	$ 11.68	$ -
22	Upsize Charges S/S T-shirt ST360- 3XL	Each	0	$ 14.35	$ -
23	Upsize Charges S/S T-shirt ST360- 4XL	Each	0	$ 15.68	$ -
24	Upsize Charges L/S T-shirt ST360LS - 2XL	Each	0	$ 13.02	$ -
25	Upsize Charges L/S T-shirt ST360LS - 3XL	Each	0	$ 15.68	$ -
26	Upsize Charges L/S T-shirt ST360LS - 4XL	Each	0	$ 17.02	$ -
27	Upsize Charges S/S T-shirt Special Ops - ST360 - 2XL	Each	0	$ 12.98	$ -
28	Upsize Charges S/S T-shirt Special Ops - ST360 - 3XL	Each	0	$ 15.65	$ -
29	Upsize Charges S/S T-shirt Special Ops - ST360 - 4XL	Each	0	$ 16.98	$ -
30	Upsize Charges L/S T-shirt Special Ops - ST360LS - 2XL	Each	0	$ 14.32	$ -
31	Upsize Charges L/S T-shirt Special Ops - ST360LS - 3XL	Each	0	$ 16.98	$ -
32	Upsize Charges L/S T-shirt Special Ops - ST360LS - 4XL	Each	0	$ 18.32	$ -
32	Upsize Charges Sweatshirt - 2XL	Each	0	$ 16.35	$ -
33	Upsize Charges Sweatshirt - 3XL	Each	0	$ 18.44	$ -
34	Upsize Charges Sweatshirt - 4XL	Each	0	$ 18.44	$ -
35	Upsize Charges Mesh Shorts - 2XL	Each	0	$ 13.90	$ -
36	Upsize Charges Mesh Shorts - 3XL	Each	0	$ 15.69	$ -
37	Upsize Charges Mesh Shorts - 4XL	Each	0	$ 17.26	$ -
38	Upsize Charges Sweatpant - 2XL	Each	0	$ 15.46	$ -
38	Upsize Charges Sweatpant - 3XL	Each	0	$ 18.26	$ -
38	Upsize Charges Sweatpant - 4XL	Each	0	$ 21.06	$ -
39	Optional Badge Number Embroidery - Ball Cap	Each	0	$ 3.00	$ -
				TOTAL: OPTIONAL ITEM PRICING	$ -

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Exhibit C - GARMENT SPECIFICATIONS			CONTRACT # OFR/220360
HS2149/HS2481	POLY PANT	100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	Horace Sentry Trouser-vendor will hem to appropriate length
HS1149/HS1494/HS1495/HS1190	L/S POLY SHIRT	100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	Horace Sentry, Vendor will provide sew on Florida EMT/Paramedic patches on sleeve
HS1249/HS1496/HS1497/HS1292	S/S POLY SHIRT	100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	Horace Sentry, vendor will provide sew on Florida EMT/Paramedic patches on sleeve
F5824/F5825	L/S POLO GREY	6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	Propper Men's Edgetec long sleeve polo-Left chest embroidered with Maltese cross and Ocala City Seal in center, Right chest embroidered with Name & Rank, Back 2 Color screen print, embroidered USA flag on sleeve
F5802/F5803	S/S POLO GREY	6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	Propper Men's tactical uniform polo-Left chest embroidered with Maltese cross and Ocala City Seal in center, Right chest embroidered with Name & Rank, Back 2 Color screen print, embroidered USA flag on sleeve
F5356	L/S POLO WHITE	4.2 oz 100% polyester piqué. Small to 5XL Womens Small to 4XL	Propper Men's tactical uniform polo-Left chest embroidered with Maltese cross and Ocala City Seal in center, Right chest embroidered with employee name & rank, embroidered USA flag on sleeve
F5355	S/S POLO WHITE	4.2 oz 100% polyester piqué. Small to 5XL Womens Small to 4XL	Propper Men's tactical uniform polo-Left chest embroidered with Maltese cross and Ocala City Seal, Right chest embroidered with employee name & rank, embroidered USA flag on sleeve
ST360	S/S DRIFIT TEE	3.8-ounce, 100% polyester jersey. Extra Small to 4XL	Sport-Tek Graphite heather shirt-Left chest screen printed with Maltese cross and Ocala City Seal (Black), Back of garment screen printed OCALA (Black) FIRE (Red) SERVING SINCE 1885 (Black)
ST360LS	L/S DRIFIT TEE	3.8-ounce, 100% polyester jersey. Extra Small to 4XL	Sport-Tek Graphite Heather shirt-Left chest screen printed Maltese cross and Ocala City Seal (Black), Back of garment screen printed OCALA (Black) FIRE (Red) SERVING SINCE 1885 (Black)
ST360 SPEC OPS	S/S DRIFIT SPEC	3.8-ounce, 100% polyester jersey. Extra Small to 4XL	Graphite Heather shirt-Left chest screen printed with Ocala Fire Rescue Special Operations logo (Black), Back screen printed with Ocala Fire Rescue Special Operations Team in (orange, black and white)
ST360LS SPEC OPS	L/S DRIFIT SPEC	3.8-ounce, 100% polyester jersey. Extra Small to 4XL	Left chest screen printed with Ocala Fire Rescue Special Operations logo (Black), Back screen printed with Ocala Fire Rescue Special Operations Team (orange, black and white)
JP68BK	SOFT SHELL	Shell: 96% Polyester / 4% Spandex Elastane. Black size Small to 4XL	Red Cap Men's Deluxe Soft Shell Jacket-Left chest embroidered with Maltese cross with City seal in the center (white), Right chest with employee name and rank (white), back OCALA (White) FIRE (Red)SERVING SINCE 1885 (White)
G18000	SWEATSHIRT	8-ounce, 50/50 cotton/poly. Navy size Small to 4XL	Navy sweatshirt- Left chest screen-printed with Maltese cross and Ocala City Seal (Black), Back of garment screen printed OCALA (Black) FIRE (Red) SERVING SINCE 1885 (Black)
112	BALLAP	60/40 cotton/polyester, 100% polyester mesh back	Navy Ballcap-OCALA (White) FIRE (Red) SERVING SINCE 1885 (WHITE embroidered *with option to embroidered employee badge number for extra charge
1501	BEANIE	100% turbo spun acrylic knit	Navy beanie-OFR embroidered on front in red with white outline
90072	TIE	Durable low maintenance Polyester	
74434/64446	APEX PANT	67% polyester/ 33% cotton Flex-Tac® canvas with mechanical stretch, 6.4-oz., Teflon™ finish. Navy size 28-48 Waist inseam 30-36	No screen printing needed
73334	APEX SHORTS	67% polyester / 33% cotton Flex-Tac® canvas, 6.4-oz., Teflon® finish. Navy waist 28-44	No screen printing needed
7219	MESH SHORTS	100% Polyester Pro Mesh with solid Tricot liner. Navy size Small to 4XL	Maltese cross with Ocala City seal white screen printed on one leg
G18400	SWEATPANTS	8 oz., 50% USA cotton, 50% polyester. Navy size Small to 3XL	Maltese cross with Ocala City seal white screen printed on one leg

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Polo Shirt



Front

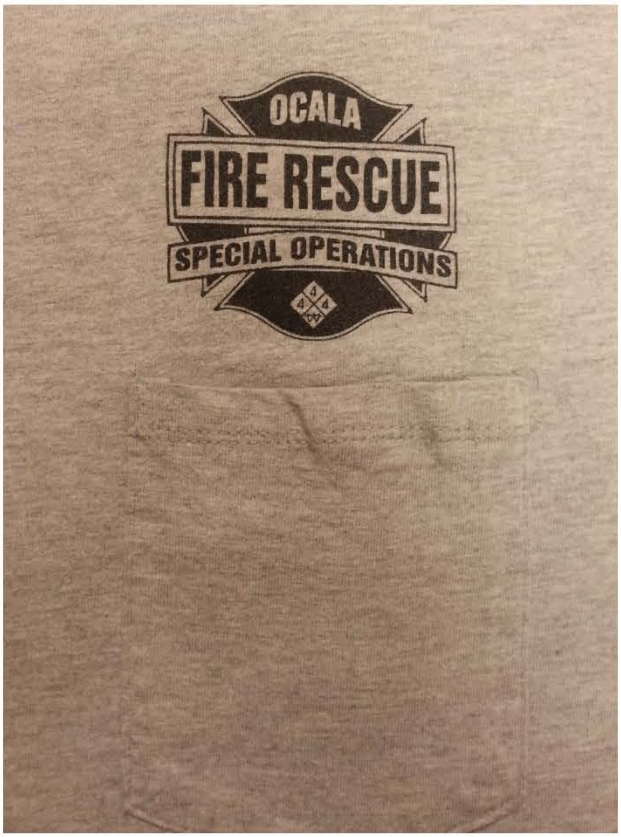


Back

Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a

Special Ops Logos

Front:



Back:



Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a



Size is 4” x 4” One (1) patch per shirt



Size is 4” x 4” One (1) patch per shirt

Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a

Dimensions

2" H

2.5 W

Exhibit F - Beanie and Ballcap Image

OFR/220630



Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a

OFR Dimensions

1.25" H
3.25 W



Doc ID: 16be40c56c3c476b607a60dd052e9adaab52ee3a

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Agreement for Uniform Supply and Delivery...
FILE NAME	FOR COUNCIL - Agr... (OFR 220630).pdf
DOCUMENT ID	16be40c56c3c476b607a60dd052e9adaab52ee3a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**09 / 21 / 2022** 11:44:48 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Read's Uniforms, Inc. (david.george@readsuniforms.net), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 24 / 2022** 08:14:58 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**09 / 24 / 2022** 08:15:27 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**09 / 24 / 2022** 10:36:11 UTC-4	Viewed by Read's Uniforms, Inc. (david.george@readsuniforms.net) IP: 35.131.182.202

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Agreement for Uniform Supply and Delivery...
FILE NAME	FOR COUNCIL - Agr... (OFR 220630).pdf
DOCUMENT ID	16be40c56c3c476b607a60dd052e9adaab52ee3a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SIGNED	**09 / 24 / 2022** 10:37:31 UTC-4	Signed by Read's Uniforms, Inc. (david.george@readsuniforms.net) IP: 35.131.182.202
VIEWED	**09 / 25 / 2022** 22:31:03 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**09 / 25 / 2022** 22:32:40 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
VIEWED	**09 / 26 / 2022** 08:22:10 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**09 / 26 / 2022** 08:22:20 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**09 / 26 / 2022** 08:22:20 UTC-4	The document has been completed.

FIRST AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR UNIFORM SUPPLY AND DELIVERY SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **READ'S UNIFORMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 85-2699502) ("Vendor").

WHEREAS, on September 25, 2022, City and Vendor entered into an Agreement for Uniform Supply and Delivery Services to provide uniforms for the City of Ocala's Fire Rescue department, City of Ocala Contract No. OFR/220630 (the "Original Agreement"); and

WHEREAS, the parties now desire to amend the Original Agreement, specifically Exhibit B – Price Proposal, to reflect balance of line discounts for discontinued and/or substituted items; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL**. The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal**.
4. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Read's Uniforms, Inc. Attention: David George 4 Sweeten Creek Crossing Asheville, NC 28803 Phone: 828-412-8950 E-mail: david.george@readsuniforms.net
If to City of Ocala:	Daphne M. Robinson, Esq. - Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq. – City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 E-mail: cityattorney@ocalafl.org

6. **EFFECT OF AGREEMENT**. In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.
7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
9. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment

on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 02 / 08 / 2023.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Peter A Lee

Peter Lee
City Manager

Approved as to form and legality:

William E. Sexton

William E. Sexton, Esq.
City Attorney

READ'S UNIFORMS, INC.

David L. George Jr.

Signature

Read's Uniforms, Inc.

Name

VP of Sales

Title

Amended Exhibit B - PRICE PROPOSAL

CONTRACT# OFR/220630

Bidder name	Bidder Location
Read's Uniforms	Leesburg, Florida

INITIAL CONTRACT TERM PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
1	PANT POLY: HS2149/HS2481: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	186	$36.82	**$ 6,848.52**
2	L/S POLY SHIRT: HS1149/HS1494/HS1495/HS1190: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	40	$ 42.95	**$ 1,718.00**
3	S/S POLY SHIRT: HS1249/HS1496/HS1497/HS1292: 100% Polyester / VISA® Finish with Solarban® technology. 28 to 54 Waist inseam 28-36 Women's 4 to 24 inseam 28 to 34 or unhemmed	EA	20	$ 40.55	**$ 811.00**
4	L/S POLO GREY: F5824/F5825: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	60	$ 37.29	**$ 2,237.40**
5	S/S POLO GREY: F5802/F5803: 6.3 oz. 92% polyester / 8% spandex jersey. Small to 5XL Womens Small to 4XL	EA	335	$ 35.03	**$ 11,735.05**
6	L/S POLO WHITE: F5356: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	10	$ 33.32	**$ 333.20**
7	S/S POLO WHITE: F5355: 4.2 oz 100% polyester piqué Small to 5XL Womens Small to 4XL	EA	285	$ 29.82	**$ 8,498.70**
8	S/S DRIFIT TEE: ST360: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	488	$ 10.35	**$ 5,050.80**
9	L/S DRIFIT TEE: ST360LS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	71	$ 11.68	**$ 829.28**
10	S/S DRIFIT SPEC: ST360 SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	40	$ 11.65	**$ 466.00**
11	L/S DRIFIT SPEC: ST360LS SPEC OPS: 3.8-ounce, 100% polyester jersey. Extra Small, Small, Medium, and Large	EA	25	$ 12.98	**$ 324.50**
12	JACKET SOFT SHELL: JP68BK: Shell: 96% Polyester / 4% Spandex Elastane. Black size Small to 4XL	EA	35	$ 74.13	**$ 2,594.55**
13	SWEATSHIRT: G18000: 8-ounce, 50/50 cotton/poly. Navy size Small, Medium and Large	EA	60	$ 14.32	**$ 859.20**
14	BALLAP: 112: 60/40 cotton/polyester, 100% polyester mesh back	EA	25	$ 11.67	**$ 291.75**
15	BEANIE: 1501: 100% turbo spun acrylic knit	EA	45	$ 8.13	**$ 365.85**
16	TIE: 90072: Durable low maintenance Polyester	EA	30	$ 4.00	**$ 120.00**
17	APEX PANT: 74434/64446: 67% polyester/ 33% cotton Flex-Tac® canvas with mechanical stretch, 6.4-oz., Teflon™ finish. Navy size 28-48 Waist inseam 30-36	EA	285	$ 58.85	**$ 16,772.25**
18	APEX SHORTS: 73334: 67% polyester / 33% cotton Flex-Tac® canvas, 6.4-oz., Teflon® finish. Navy waist 28-44	EA	125	$ 51.77	**$ 6,471.25**
19	MESH SHORTS: 7219: 100% Polyester Pro Mesh with solid Tricot liner. Navy size Small, Medium and Large	EA	300	$ 11.66	**$ 3,498.00**
20	SWEATPANTS: G18400: 8 oz., 50% USA cotton, 50% polyester. Navy size Small, Medium and Large	EA	65	$ 15.46	**$ 1,004.90**
				ANNUAL PRICING	**$ 70,830.20**

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TOTAL CONTRACT PRICE (3 YEARS)	$ 212,490.60

OPTIONAL ITEM (ADD-ONS) PRICING

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
21	Upsize Charges S/S T-shirt ST360- 2XL	Each	0	$ 11.68	$ -
22	Upsize Charges S/S T-shirt ST360- 3XL	Each	0	$ 14.35	$ -
23	Upsize Charges S/S T-shirt ST360- 4XL	Each	0	$ 15.68	$ -
24	Upsize Charges L/S T-shirt ST360LS - 2XL	Each	0	$ 13.02	$ -
25	Upsize Charges L/S T-shirt ST360LS - 3XL	Each	0	$ 15.68	$ -
26	Upsize Charges L/S T-shirt ST360LS - 4XL	Each	0	$ 17.02	$ -
27	Upsize Charges S/S T-shirt Special Ops - ST360 - 2XL	Each	0	$ 12.98	$ -
28	Upsize Charges S/S T-shirt Special Ops - ST360 - 3XL	Each	0	$ 15.65	$ -
29	Upsize Charges S/S T-shirt Special Ops - ST360 - 4XL	Each	0	$ 16.98	$ -
30	Upsize Charges L/S T-shirt Special Ops - ST360LS - 2XL	Each	0	$ 14.32	$ -
31	Upsize Charges L/S T-shirt Special Ops - ST360LS - 3XL	Each	0	$ 16.98	$ -
32	Upsize Charges L/S T-shirt Special Ops - ST360LS - 4XL	Each	0	$ 18.32	$ -
32	Upsize Charges Sweatshirt - 2XL	Each	0	$ 16.35	$ -
33	Upsize Charges Sweatshirt - 3XL	Each	0	$ 18.44	$ -
34	Upsize Charges Sweatshirt - 4XL	Each	0	$ 18.44	$ -
35	Upsize Charges Mesh Shorts - 2XL	Each	0	$ 13.90	$ -
36	Upsize Charges Mesh Shorts - 3XL	Each	0	$ 15.69	$ -
37	Upsize Charges Mesh Shorts - 4XL	Each	0	$ 17.26	$ -
38	Upsize Charges Sweatpant - 2XL	Each	0	$ 15.46	$ -
38	Upsize Charges Sweatpant - 3XL	Each	0	$ 18.26	$ -
38	Upsize Charges Sweatpant - 4XL	Each	0	$ 21.06	$ -
39	Optional Badge Number Embroidery - Ball Cap	Each	0	$ 3.00	$ -
				TOTAL: OPTIONAL ITEM PRICING	$ -

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CONTRACT #: OFR/220630

BALANCE OF LINE DISCOUNTS FOR DISCONTINUED/SUBSTITUTED ITEMS*

ITEM	MANUFACTURER NAME	DISCOUNT OFFERED (OFF OF MSRP)	SEWING OF DEPARTMENT SUPPLIED PATCHES AND HEMMING INCLUDED?	ADDITIONAL COST FOR EMBROIDERY, PLOTTING, AND INK DECALS (PRICE EACH)			
40	**5.11**	20%	YES	**Embroidery**	1,000-10,000 Stitches	**$**	**6.00**
41	**Propper**	20%	YES		10,001-15,000 Stitches	**$**	**8.00**
42	**Truspec**	20%	YES		15,001-20,000 Stitches	**$**	**10.00**
43	**SanMar**	20%	YES		20,001-25,000 Stitches	**$**	**12.00**
44	**Blauer**	20%	YES	**Plotting**	Single Color up to 2x5"	**$**	**5.00**
45	**Elbeco**	20%	YES		Single Color up to 4x12"	**$**	**11.00**
46	**Spiewak**	20%	YES		Single Color Reflective up to 2x5"	**$**	**7.00**
47	**Flying Cross**	20%	YES		Single Color Reflective up to 4x12"	**$**	**15.00**
48	**Horace Small**	20%	YES	**Ink Decals**	One Color up to 2x5"	**$**	**3.00**
49	**First Tactical**	20%	YES		One Color up to 4x12"	**$**	**5.00**
50	**Carhartt**	20%	YES		Two Color up to 2x5"	**$**	**4.00**
51	**Liberty**	20%	YES		Two Color up to 4x12"	**$**	**6.00**

*Substitutions of products will only be considered when: (1) the manufacturer has discontinued the product; (2) obsolescence of the item; or (3) the manufacturer is experiencing difficulties in the manufacturing and delivering of the product. Vendor is required to notify City in advance of manufacturer's discontinuance of the item or difficulty in manufacturing/deliverying the item. Vendor shall provide an approved substitute at the originally awarded price (OR) at a discount of the Manufacter's Suggested Retail Price (MSRP) or the item being substituted as stated above. City reserves the right to compare pricing with other vendors. If such comparisons reveal that other vendors are selling the same replacement product for less, City may purchase the product from a lower cost source. Vendor requests to offer substitute products shall be submitted to the City Project Manager in writing (e-mail shall constitute a writing for this purpose) along with: (1) Proof that the manufacturer has discontinued the item and it is no longer available; or (2) that the current item is obsolete; or (3) that the manufacturer is experiencing difficulties in the manufacturing and/or delivery of the product; and (4) MSRP and complete technical specifications for the substitute product for consideration.

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Dropbox Sign

Audit trail

Title	FOR SIGNATURES - First Amendment to Agreement for Uniform...
File name	FOR SIGNATURES - ...LC (OFR 22063.pdf
Document ID	33412cc97c00295afbf8f71973e640bfebca9b21
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**02 / 07 / 2023** 09:05:53 UTC-5	Sent for signature to Read's Uniforms, Inc. (david.george@readsuniforms.net), William E. Sexton (wsexton@ocalafl.org), Peter Lee (plee@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 07 / 2023** 10:47:44 UTC-5	Viewed by Read's Uniforms, Inc. (david.george@readsuniforms.net) IP: 35.131.182.202
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SIGNED	**02 / 09 / 2023** 07:54:17 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 174.211.227.243
COMPLETED	**02 / 09 / 2023** 07:54:17 UTC-5	The document has been completed.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that REED'S UNIFORMS [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 REED'S UNIFORMS [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: DAVID GEORGE

Date: SEPTEMBER 11, 2023

STATE OF NORTH CAROLINA

COUNTY OF Henderson

The foregoing instrument was acknowledged before me by means of

□ physical presence or □ online

notarization, this 9/11/2023 (date) by David George, VP of Public Safety (name of officer or agent, title of officer or agent) of Reed's Uniforms (name of corporation acknowledging), a NC (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Drivers License (type of identification) as identification.

[Notary Seal] Notary Public

Name typed, printed or stamped

My Commission Expires: 6/1/2028

KAILEY BLASIUS NOTARY PUBLIC HENDERSON COUNTY, NC

Legislation Details (With Text)

File #:	23-583	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	9/18/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	

Title: Approve Resolution 2023-101 adopting the Final Millage Rate of 6.9532 mills for the City of Cocoa Fiscal Year 2024 commencing on October 1, 2023 and ending on September 30, 2024, which represents an increase of 19.3% over the rolled-back rate of 5.8285.

Approve Resolution 2023-102 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2024 commencing on October 1, 2023 and ending on September 30, 2024.

Sponsors:

Indexes:

Code sections:

Attachments:
Notice of Proposed Tax Increase FY2024 (Tax Year 2023).pdf
Budget Ad Fiscal Year 2023-2024 (9-24-23).pdf
FY 2024 Adopted Budget Summary.pdf
Resolution Adopting the Final Millage Rate 2023-101.pdf
Resolution Adopting the Final Budget 2023-102.pdf
Pay Plans 09-26-23.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2023
Agenda Date: September 26, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director and Stockton Whitten, City Manager
Requested Action:
Approve Resolution 2023-101 adopting the Final Millage Rate of 6.9532 mills for the City of Cocoa Fiscal Year 2024 commencing on October 1, 2023 and ending on September 30, 2024, which represents an increase of 19.3% over the rolled-back rate of 5.8285.

Approve Resolution 2023-102 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2024 commencing on October 1, 2023 and ending on September 30, 2024.

BACKGROUND:

Resolution Adopting the Final Millage Rate

In accordance with Florida Statute 200.065, the City of Cocoa held a public hearing on September 12, 2023, at which time a tentative millage rate was set (Resolution 2023-093). 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 2024. On September 26th, 2023 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 6.9532 voted by City Council on September 12, 2023, represents an increase of 19.3% over the rolled-back rate of 5.8285

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 2024, which commences on October 1, 2023 and ends September 30, 2024. On September 12, 2023, a tentative Budget (Resolution 2023-094) was adopted.

A second hearing must be held after adopting the tentative budget to adopt the final budget for the fiscal year. Proposed expenditures in the final budget for all appropriated funds total $168,949,095. The budgeted amounts for the three major funds are as follows: the final General Fund budget is $49,685,460: the final Water/Sewer budget is $85,977,433 and the final Stormwater budget is $2,193,128. Ad Valorem proceeds included in the final budget are budgeted at 95% of the current year gross taxable value for operating purposes of $1,611,076,706, which equals $10,642,032.

Also included in the FY2024 Final 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 6.9532 is projected to generate proceeds of $10,642,032. This projection is an increase of $2,203,462 over the prior year budgeted ad valorem proceeds.

PREVIOUS ACTION:

At a Public Hearing on September 12, 2023, the City Council adopted a tentative millage rate with Resolution 2023-093 and a tentative budget with Resolution 2023-094.

RECOMMENDED MOTION:

Approve Resolution 2023-101 adopting the Final Millage Rate of 6.9532 mills for the City of Cocoa Fiscal Year 2024 commencing on October 1, 2023 and ending on September 30, 2024, which represents an increase of 19.3% over the rolled-back rate of 5.8285.

Approve Resolution 2023-102 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2024 commencing on October 1, 2023 and ending on September 30, 2024.

NOTICE OF PROPOSED TAX INCREASE

The City of Cocoa has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy	$	8,882,705
B. Less tax reductions due to Value Adjustment Board and other assessment changes.....	$	(42,887)
C. Actual property tax levy	$	8,925,592
This year's proposed tax levy.....	$	11,202,139

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 26th, 2023
6:00 p.m.
at
65 Stone Street,
Cocoa FL 32922

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

Use this ad if your taxing authority's tentatively adopted millage rate is **greater than** the current year rolled-back rate.

The Notice of Proposed Tax Increase ad will:

- Be a **full 1/4 page** ad.
- Have a headline in a font no smaller than 18 point.
- Have an adjacent Budget Summary advertisement.
- NOT be published in the legal or classified section.
- Be published in a newspaper of general paid circulation in the county or in its geographically limited insert.
- NOT deviate from the specified language.
- NOT be accompanied, preceded, or followed by other ads or notices that conflict with or contradict the required publications.
- Advertise the final hearing within 15 days of the tentative (first) hearing.

Hold the final hearing two to five days after advertising.

Use 100% of tax levies in the Notice of Proposed Tax Increase.

BUDGET SUMMARY
CITY OF COCOA - FISCAL YEAR 2023-2024
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF COCOA ARE 2.3% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	Millage per $1,000	General Fund	Special Revenue Funds	Debt Service Fund	Enterprise Funds	Internal Service Fund	Total Budget:
Taxes:							
Ad Valorem Taxes	**6.9532**	**$ 10,877,032**					$ 10,877,032
Utility Service Taxes		$ 2,079,000					$ 2,079,000
Communications Service Taxes		$ 670,000					$ 670,000
Local Option Taxes		$ 650,000					$ 650,000
Local Business Tax		$ 147,000					$ 147,000
Charges for Services		$ 7,786,730			$ 77,093,525		$ 84,880,255
Intergovernmental Revenues		$ 2,811,703	$ 2,971,190				$ 5,782,893
Fines & Forfeitures		$ 15,000	$ 3,390				$ 18,390
Miscellaneous Revenues		$ 552,545			$ 576,637		$ 1,129,182
Permits, Fees & Special Assessments		$ 5,181,777	$ 494,000		$ 4,085,893		$ 9,761,670
Internal Service Fees						$ 1,340,569	$ 1,340,569
TOTAL SOURCES:		30,770,787	3,468,580		81,756,055	1,340,569	117,335,991
Transfers in		17,876,633	69,000	1,074,726	22,056,993		$ 41,077,352
Fund Balances/Reserves/Net Assets		1,038,040	1,181,154		8,316,558		$ 10,535,752
TRANSFERS & BALANCES:		$ 49,685,460	$ 4,718,734	$ 1,074,726	$ 112,129,606	$ 1,340,569	$ 168,949,095
EXPENDITURES:							
General Government		19,047,535		100		1,340,569	20,388,204
Public Safety		21,951,812	699,925				22,651,737
Physical Environment		3,381,436			63,209,496		66,590,932
Transportation		1,665,484					1,665,484
Economic Environment		209,438	3,648,009				3,857,447
Culture / Recreation		2,355,029	10,000				2,365,029
Debt Service			69,000	1,074,626	9,209,284		10,352,910
TOTAL EXPENDITURES:		48,610,734	4,426,934	1,074,726	72,418,780	1,340,569	127,871,743
Transfers Out		1,074,726	291,800		39,710,826		41,077,352
Fund Balance/Reserves/Net Assets							
EXPENDITURES, TRANSFERS,		$ 49,685,460	$ 4,718,734	$ 1,074,726	$ 112,129,606	$ 1,340,569	$ 168,949,095

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

EXPENDITURES BY OBJECT CATEGORY SUMMARY - BY FUND

ALL APPROPRIATED FUNDS

Fund / Division	FY 2024 Personnel	FY 2024 Operating	FY 2024 Capital	FY 2024 Grants & Aids	FY 2024 Other	Total
General Fund:						
Police	11,219,790	1,503,991	649,261	-	-	**13,373,042**
Public Works	3,369,101	6,260,752	1,051,716	-		**10,681,569**
Fire	6,892,762	1,367,331	84,940	-		**8,345,033**
General Operations	833,241	3,099,459	-	1,562,304	1,074,726	**6,569,730**
Finance General Accounting	3,264,931	852,047	-	-	-	**4,116,978**
Information Technology	1,130,469	1,614,985	83,000	-	-	**2,828,454**
City Manager Office	743,398	271,900	-	-	-	**1,015,298**
Administrative Services	1,070,026	62,461	-	-	-	**1,132,487**
Communication & Economic Development	733,483	221,799	-	12,500	-	**967,782**
Community Development	204,468	33,974	-	-	-	**238,442**
City Council	123,266	59,642	-	-	-	**182,908**
General Operations/Emergency Disaster	-	233,737	-	-	-	**233,737**
GENERAL FUND TOTAL	**29,584,935**	**15,582,078**	**1,868,917**	**1,574,804**	**1,074,726**	**49,685,460**
Water Sewer	**20,545,140**	**25,565,645**	**2,365,877**	**1,200**	**37,499,571**	**85,977,433**
Stormwater	**682,295**	**965,312**	**233,018**	**-**	**312,503**	**2,193,128**
CDBG	**23,441**	**8,820**	**-**	**39,871**	**69,000**	**141,132**
Brevard County Home	**6,294**	**58,343**	**-**	**168,440**	**-**	**233,077**
SHIP/COCOA Housing Trust	**18,056**	**10,790**	**-**	**267,015**	**-**	**295,861**
Building Permits	**568,892**	**127,643**	**-**	**-**	**-**	**696,535**
SEC 108 Loan Guarentee	**-**	**-**	**-**	**-**	**69,000**	**69,000**
CRA Cocoa	**86,867**	**165,155**	**1,900,000**	**-**	**222,800**	**2,374,822**
CRA Diamond Square 626	**35,441**	**598,476**	**60,000**	**201,000**	**-**	**894,917**
Arbor Mitigation	**-**	**10,000**	**-**	**-**	**-**	**10,000**
Police Special Education	**-**	**3,390**	**-**	**-**	**-**	**3,390**
Debt Service	**-**	**100**	**-**	**-**	**1,074,626**	**1,074,726**
Water/Sewer Impact Fee	**-**	**-**	**-**	**-**	**1,902,052**	**1,902,052**
Renewal & Replace	**-**	**-**	**12,846,709**	**-**	**-**	**12,846,709**
W/S Restricted Assets	**-**	**1,000**	**-**	**-**	**9,209,284**	**9,210,284**
Workers Compensation	**1,011,069**	**329,500**	**-**	**-**	**-**	**1,340,569**
TOTAL OF ALL FUNDS	**$52,562,430**	**$43,426,252**	**$19,274,521**	**$2,252,330**	**$51,433,562**	**$168,949,095**

RESOLUTION NO. 2023-101

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, 2023, 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 25, 2023, 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 12, 2023, for the purpose of adopting a tentative millage rate and a tentative budget for Fiscal Year 2023-2024; 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 6.9532 for the Fiscal Year 2023-2024, which commences October 1, 2023, and ends September 30, 2024. The millage rate of 6.9532 represents 19.3% increase over the percent of change, of the rolled back rate of 5.8285

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 26th day of September, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2023-102

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, 2023, AND ENDING SEPTEMBER 30, 2024; 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 25, 2023, whereby a proposed tentative millage rate was adopted; and

WHEREAS, pursuant to this same statute a public hearing was held on September 12, 2023, for purposes of adopting a tentative millage rate and tentative budget for Fiscal Year 2023-2024; and

WHEREAS, the City of Cocoa City Council desires to adopt a final budget for Fiscal Year 2023-2024.

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 6.9532 for the City of Cocoa Fiscal Year 2023-2024, the City Council hereby adopts a final budget as may be amended for Fiscal Year 2023-2024, which commences October 1, 2023, and ends September 30, 2024.

SECTION 2. Proposed expenditures in the final budget total **$168,949,095** Ad Valorem proceeds included in the tentative budget are budgeted for operating purposes at 95% ($10,642,032) of the current year gross taxable value of $1,611,076,706.

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 26th day of September, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Police Dispatch Part-Time - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PN1	$18.39	$30.27	$ 27,732.12	$ 45,647.16	Dispatcher/Communications Officer P/T

** Annual rates are divisible by 1508

PBA - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PU6	$18.39	$30.27	$ 38,251.20	$ 62,961.60	Dispatcher/Communications Officer
PU9	$24.05	$37.63	$ 50,024.00	$ 78,270.40	Police Officer
PU12	$32.07	$49.69	$ 66,705.60	$ 103,355.20	Police Sergeant

** Annual rates are divisible by 2080

Police Lieutenant - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
PL1	$36.83	$54.31	$ 76,606.40	$ 112,964.80	Police Lieutenant

** Annual rates are divisible by 2080

IAFF - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
FU8	$17.89	$31.11	$ 46,514.00	$ 80,886.00	Firefighter/EMT
FU9	$21.81	$32.66	$ 56,706.00	$ 84,916.00	Driver/Operators
FU12	$27.19	$38.86	$ 70,694.00	$ 101,036.00	Fire Lieutenant/EMT

** Annual rates are divisible by 2600

Fire District Chief "TU" - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
TU1	$28.75	$42.29	$ 74,750.00	$ 109,954.00	District Fire Chief

** Annual rates are divisible by 2600

LIUNA - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
1	$12.50	$20.00	$ 26,000.00	$ 41,600.00	
2	$13.50	$21.60	$ 28,080.00	$ 44,928.00	
3	$14.58	$23.33	$ 30,326.40	$ 48,526.40	Custodial Worker
4	$15.75	$25.20	$ 32,760.00	$ 52,416.00	Stock Clerk
5	$17.01	$27.22	$ 35,380.80	$ 56,617.60	Apprentice Electrician Customer Service Representative Maintenance Worker I Meter Reader Meter Technician Senior Stock Clerk Utility Field Service Representative
6	$18.37	$29.40	$ 38,209.60	$ 61,152.00	Back-Flow Technician Electrician I Maintenance Worker II Mechanic I Utility Line Locator Utility Mechanic I Valve Operator
7	$19.84	$31.75	$ 41,267.20	$ 66,040.00	Heavy Equipment Operator Industrial Electrician I Sludge Equipment Operator
8	$21.43	$34.29	$ 44,574.40	$ 71,323.20	Apprentice Operator Crewleader Environmental Analyst I Fleet Technician II Maintance Worker III Mechanic II Senior Back-Flow Technician Utility Mechanic II
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Certified Operator C Lead Certified Operator C License Electrician II
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Certified Operator B Lead Certified Operator B License Industrial Electrician II Instrumentation Technician
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Certified Operator A Lead Certified Operator A License Environmental Analyst II

** Annual rates are divisible by 2080

City Council Approved (9-26-2023)

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
1	$12.50	$20.00	$ 26,000.00	$ 41,600.00	
2	$13.50	$21.60	$ 28,080.00	$ 44,928.00	School Crossing Guard (Part Time)
3	$14.58	$23.33	$ 30,326.40	$ 48,526.40	Facilities Attendant Firefighter Trainee
4	$15.75	$25.20	$ 32,760.00	$ 52,416.00	Administrative Assistant Community Services Technician Engineering Intern Human Resources Intern (Temporary PT) Police Records Clerk Receptionist Recording Secretary Records Technician
5	$17.01	$27.22	$ 35,380.80	$ 56,617.60	Accounts Payable Clerk Administrative Secretary Engineering Representative License/Permit Technician Office Assistant Utility Billing Clerk
6	$18.37	$29.40	$ 38,209.60	$ 61,152.00	Booking Officer-PT Contract Technician Customer Service Technician Senior Accounts Payable Clerk Victims Advocate
7	$19.84	$31.75	$ 41,267.20	$ 66,040.00	Code Enforcement Officer Environmental Control Coordinator Field Inspector Field Operations Technician Field Service Inventory Technician Help Desktop Support Technician Police Administrative Technician Police Evidence Technician Police Officer Trainee Senior Customer Service Representative Senior Field Service Representative Senior Utilities Field Service Representative UT Administrative Technician Utility Accounting Technician Water Plant Technician
8	$21.43	$34.29	$ 44,574.40	$ 71,323.20	Code Enforcement Coordinator Crime Scene Technician Field Inspector II Human Resources Technician
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Asset Management Coordinator Assistant City Clerk Criminal Intelligence Analyst Development Coordinator Executive Secretary Fire Inspector Housing Program Coordinator

City Council Approved (9-26-2023)

General - NonExempt "GH" (Hourly) - Open Range Plan

	Hourly		Annually		
Grade	Minimum	Maximum	Minimum	Maximum	Positions
					Junior Staff Accountant Jr. Buyer & Contract Specialist Leisure Services Coordinator Payroll Specialist Utilities Administrative Coordinator Utilities GIS/CAD Technician
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Grounds Maintenance Supervisor Leisure Services Supervisor Park & Right of Way Supervisor Plans Examiner Supervisor II
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Building Inspector SCADA Analyst I Supervisor III
12	$29.15	$46.65	$ 60,632.00	$ 97,032.00	Electrical Maintenance Supervisor SCADA Analyst II

** Annual rates are divisible by 2080

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	Minimum	Maximum	Minimum	Maximum	Positions
9	$23.14	$37.03	$ 48,131.20	$ 77,022.40	Conservation & Public Relations Officer Redevelopment Coordinator Victim Advocate Coordinator
10	$24.99	$39.99	$ 51,979.20	$ 83,179.20	Grant Writer-Economic Development Specialist Jr. Network Administrator Jr. Systems Administrator Planner Public Information Coordinator Systems Analyst Utilities GIS Coordinator
11	$26.99	$43.19	$ 56,139.20	$ 89,835.20	Customer Service Supervisor Economic Development Specialist Field Services Supervisor GIS Analyst Human Resources Coordinator Inspection Supervisor Senior Buyer & Contracts Agent Staff Accountant Staff Accountant - Bank/Treasury Staff Accountant - Grant Support Service Supervisor Systems Administrator Utility Billing Supervisor
12	$29.15	$46.65	$ 60,632.00	$ 97,032.00	Accounting Supervisor Asst. Fire Marshal Assistant Sewer Field Operations Manager Assistant to the Building Official/Building Inspector Assistant Water Field Operations Manager Chief of Maintenance Chief Operator Chief Operator Wastewater GIS Administrator Public Information Officer Safety & Risk Program Manager Senior Budget Analyst Senior Staff Accountant
13	$31.48	$50.38	$ 65,478.40	$ 104,790.40	Code Enforcement Manager Engineering Supervisor Leisure Services Manager Parks, Project & ROW Manager Utilities Associate Engineer I Water Quality Laboratory Manager
14	$34.00	$54.41	$ 70,720.00	$ 113,172.80	Accounting Manager Assistant to the CM / Public Information Officer Facilities Manager Fleet Manager Human Resources Manager Police Lieutenant (IA)

City Council Approved (9-26-2023)

General - Exempt "GE" (Salary) - Open Range Plan

	Hourly		Annually		
Level	Minimum	Maximum	Minimum	Maximum	Positions
					Purchasing/Contract Manager Senior Network & Security Administrator Streets/Stormwater Manager Systems & Support Manager Utilities Associate Engineer II Utility Customer Service Manager Utility Support Service Manager
15	$36.72	$58.76	$ 76,377.60	$ 122,220.80	City Clerk Field Operations Manager Superintendent Utilities Associate Engineer III Water Treatment Manager
16	$39.66	$63.46	$ 82,492.80	$ 131,996.80	Assistant City Engineer Assistant Fire Chief Assistant Utilities Director Building Official Deputy Finance Director Police Commander Utilities Senior Engineer
17	$45.61	$72.98	$ 94,868.80	$ 151,798.40	Administrative Services Director Chief Technology Officer Comm & Eco Dev Director Community Services Director Engineering Division Manager Finance Director Fire Chief Police Chief Public Works Director/City Engineer
18	$52.45	$83.93	$ 109,096.00	$ 174,574.40	Asst City Manager for Performance & Strategic Initiatives Deputy Director Utilities
19	$60.32	$96.52	$ 125,465.60	$ 200,761.60	Utilities Director

** Annual rates are divisible by 2080

** Frozen positions are shown lined

City Council Approved (9-26-2023)

Legislation Details (With Text)

File #:	23-555	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/7/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	Approve of the date changes for two events and one route change. (Communication & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Events MOT Plan Golf Cart Parade Route.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2023
Agenda Date: September 26, 2023
Prepared By: Gail A. Bantugan, Leisure Services Manager
Through: Director of Communication and Economic Development
Requested Action:
Approve of the date changes for two events and one route change.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Events:

1. Change of date for street closure
Original Street Closure
Village Idiot Halloween Street Party, Friday, October 27, 2023 (3:00 pm-12:00am)
Harrison St.: between Delannoy Ave. and Riveredge Blvd.
Total Closure - One Day

Requested street closure date change
Village Idiot Halloween Street Party, Friday, October 6, 2023 (3:00 pm-12:00am)
Harrison St.: between Delannoy Ave. and Riveredge Blvd.

Total Closure - One Day

2. Change of routes and times

Original Street Closure

City of Cocoa Fall Festival in the Village, Saturday, October 28th, 2023 (7:00am-8:00 pm)

Harrison St.: between Riveredge Blvd. and Brevard Ave.
Delannoy St.: between Church St. and SR 520
Church S.t: between Brevard Ave. and Delannoy Ave.
Brevard Ave.: between SR 520 and Church St.

Total Closure - One Day

Requested street closure event name change/date/route

City of Cocoa Fall Festival in the Village and HCVMS Inaugural Halloween Golf Cart Parade, Saturday, October 28th, 2023 (12:00pm-9:00 pm)

Rosa L. Jones: between Florida Avenue and Oleander Street (Rolling)
Oleander Street between Florida Avenue and Brevard Avenue
Brevard Avenue: between King Street and Rosa L. Jones
Rosa L. Jones: at the traffic Cirlce (Rolling)
Oak Street: Between Brevard Avenue and Riverside Drive (Rolling)
Riverside Drive: Between Oak Street and Church Street (Rolling)
Church Street: Between Riveside Drive and Brevard Avenue.
Delannoy Avenue Between Derby Street and Harrison Street
Harrison Street: Between River Edge Boulevard and Brevard Avenue
Derby Street: Between Brevard and Riverside Drive

Total Closure - One Day

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens

BUDGETARY IMPACT:

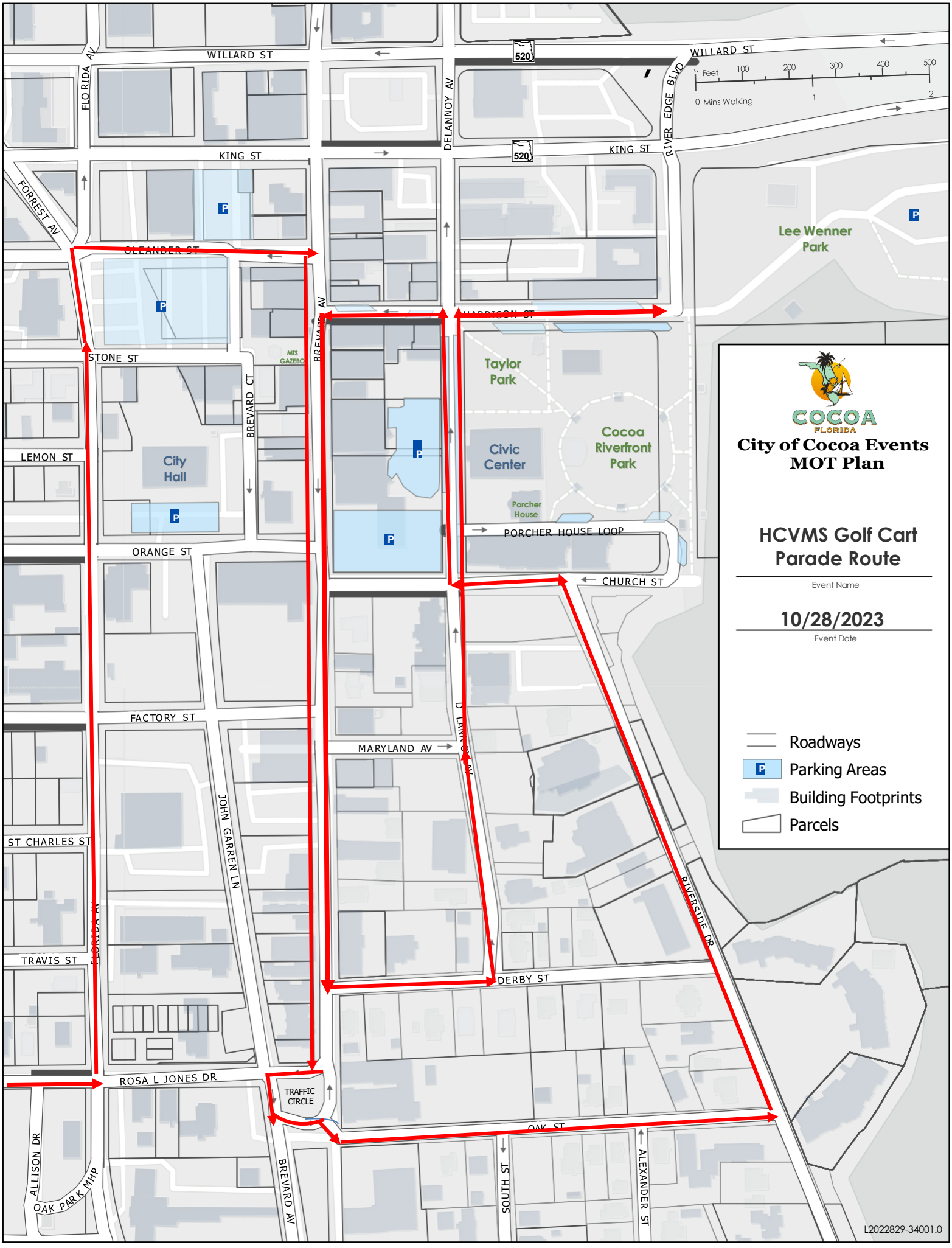
The City receives $50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404

PREVIOUS ACTION:

The 2023 Road Closure requests were approved last year on December 13,2022.

RECOMMENDED MOTION:

Approval of the date changes and route change for the aforementioned Special Events.


WILLARD ST
FLORIDA AV
KING ST
FORREST AV
OLEANDER ST
STONE ST
LEMON ST
ORANGE ST
FACTORY ST
ST CHARLES ST
TRAVIS ST
ROSA L JONES DR
ALLISON DR
OAK PARK MHP
BREVARD CT
BREVARD AV
JOHN GARREN LN
DELANNOY AV
520
WILLARD ST
KING ST
RIVER EDGE BLVD
HARRISON ST
MARYLAND AV
DERBY ST
PORCHER HOUSE LOOP
CHURCH ST
RIVERSIDE DR
OAK ST
SOUTH ST
ALEXANDER ST
TRAFFIC CIRCLE
MTS GAZEBO
City Hall
Taylor Park
Civic Center
Cocoa Riverfront Park
Porcher House
Lee Wenner Park
Feet 100 200 300 400 500
0 Mins Walking 1 2
COCOA FLORIDA
City of Cocoa Events
MOT Plan
HCVMS Golf Cart Parade Route
Event Name
10/28/2023
Event Date
Roadways
Parking Areas
Building Footprints
Parcels
L2022829-34001.0

Legislation Details (With Text)

File #:	23-559	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	9/12/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	Consider the reappointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2026. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Harrell Intent to Reapply Notice.pdf Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2023
Agenda Date: September 26, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2026.

BACKGROUND:

Mr. Harrell has been retired from the City of Cocoa since 2008 and served as a pension board trustee in the past. He currently meets all requirements to sit on a City board. If he is reappointed, his term would be through September 30, 2026.

A current General Employees' Pension Board Roster is attached for your review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappointments members to City boards and vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the reappointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2026.

In response to inquiry by the Office of the City Clerk, I, Stephen Harrell

__✓__ seek reappointment

_____ do not seek reappointment

as a member of the General Pension Board for the City of Cocoa for a three-year term.

Sincerely,

Stephen Harrell 9-5-23

Stephen Harrell

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell Chairman/Secretary (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/20 Reappointed 09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2023
Gregory Torbert (Appointed by the board)	City of Cocoa 65 Stone St. Cocoa, Florida 32922	Work Cell: 321-698-1367 gtorbert@cocoafl.org	11/16/2022 Reappointed 06/04/2021 Appointed	2025
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830 sherrywoodhouse@yahoo.com	631-7185 (H)	09/21 Reappointed 09/18 Reappointed 09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2024
Carmen Wing (Fifth member)	5265 Brilliance Circle Cocoa, FL 32926 Carmen.wing@yahoo.com	559-836-7582 cell	10//21 Reappointed 02/2020 Appointed (appointed by board on 2/19/2020 to complete term through 9/30/21)	2024
Vincent Knowles (Retiree member - Appointed by City Council)	662 Tupelo Circle Cocoa, FL 32926 lisapknowles@hotmail.com	258-5065 cell	09/13/2022 reappt. 05/24/2022 appt to fill unexpired term of M. McCarthy	2025
Counsel: Stuart Kaufman	Klausner, Kaufman, Jensen and Levinson 7080 NW 4th Street Plantation, Florida 33317	(954)916-1202 Fax (954)916-1232 Email: stu@robertdklausner.com		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		

Legislation Details (With Text)

File #:	23-604	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/22/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	Consider the Donation Application for Unitarian Universalist Fellowship of Central Brevard in the amount of $800.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09_21_2023- Unitarian Universalist Fellowship application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 22, 2023
Agenda Date: September 26, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Consider the Donation Application for Unitarian Universalist Fellowship of Central Brevard in the amount of $800.

BACKGROUND:

Unitarian Universalist Fellowship of Central Brevard (UUFCB) submitted a donation application to the City Clerk's office on September 21, 2023. They are requesting funding to purchase food from Second Harvest Food Bank to benefit students and families of Emma Jewel Charter Academy. The application was complete upon receipt and all of the required information was attached as well.

Emma Jewel has approximately 290 students from the City of Cocoa and the majority of the students are on the free or reduced lunch program. UUFCB will use the donation to purchase food at a discount from Second Harvest Food Bank. The students and families will be able to take the groceries home to feed their families. This project has been in place for three years and previously supported families at Cocoa High School.

This is the third donation request received to date for FY 2022/2023. Each fiscal year, each City Council member is allotted $1,000 and can choose whether or not to donate any of their portions to applicants. Councilmember Koss has requested to donate her remaining donation budget of $800 for this cause. All other councilmembers have a remainder of $550 each that is unused. The City's donation policy allows for up to $1,000 to a qualifying organization. Therefore, if requested, an additional $200 could be donated from another member.

The donation application is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$800
Account Number	001-1000-511.48-00
Account Name	Promotional Activities

PREVIOUS ACTION:

At the August 22, 2023 City Council Meeting, Council approved a $1,000 donation for Cocoa Tigers Booster Club.

RECOMMENDED MOTION:

Consider the Donation Application for Unitarian Universalist Fellowship of Central Brevard in the amount of $800.

Second Harvest FOOD BANK OF CENTRAL FLORIDA

SCHOOL PARTNERSHIPS
Second Harvest Food Bank of Central Florida

Sara Ann Conkling
Unitarian Universalist Fellowship of Central Brevard- Community Sponsor for Emma Jewel Charter Academy
P.O. Box 237164 Cocoa, FL 32923

September 18, 2023

To Whom it May Concern:

Second Harvest Food Bank of Central Florida is pleased to provide this letter of agreement in support of Unitarian Universalist Fellowship of Central Brevard's grant application to the City of Cocoa. In our School Partnerships Program Agreement 2023-2024, we established our mission of creating hope and nourishing lives through a powerful hunger relief network within our school systems, while partnering with the community to support our educators, their students and families.

As part of the shared vision to end hunger in our Central Florida community, Unitarian Universalist Fellowship of Central Brevard provide personnel in support of this program and follow the requirements as listed in the agreement, including fundraising, shopping for, and delivery of school market/emergency food pantry items. Second Harvest Food Bank of Central Florida agrees to:

1. Appoint a primary contact for the Program to provide partnership and support to Emma Jewel Charter in enriching their food resource programs and acting as a liaison between the school and community sponsor.

2. Continue the existing partnership whereby Unitarian Universalist Fellowship of Central Brevard purchase supplies from Second Harvest Food Bank of Central Florida to supply Emma Jewel Charter Academy's food pantry.

3. Provide or coordinate training opportunities for Program staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education. Ensure that Program partners meet national and local Program objectives through monitoring and periodic site visits at least one time per year during designated hours of operation. Any issues will be communicated in writing to the Program partner within seven business days.

We look forward to working with Unitarian Universalist Fellowship of Central Brevard and thank you for your dedication to building a caring, committed community for your students and their families.

Sincerely,

Name: Briana Rebello
Title: School Partnerships Program Manager, Second Harvest Food Bank of Central Florida

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248359979
Aug. 21, 2015 LTR 4168C 0
04-2103733 000000 00
00016655
BODC: TE

UNITARIAN UNIVERSALIST ASSOCIATION
BEACON PRESS
% KAREN WHEELER
24 FARNSWORTH STREET
BOSTON MA 02210

001367

Employer Identification Number: 04-2103733
Person to Contact: Ms. Sene
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 12, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 1962.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(i).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248359979
Aug. 21, 2015 LTR 4168C 0
04-2103733 000000 00
00016656

UNITARIAN UNIVERSALIST ASSOCIATION
BEACON PRESS
% KAREN WHEELER
24 FARNSWORTH STREET
BOSTON, MA 02210

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

July 19, 2019

Unitarian Universalist Fellowship of Central Brevard
1261 Range Road
Cocoa FL 32923-7164

To Whom It May Concern:

UNITARIAN
UNIVERSALIST
ASSOCIATION

I hereby certify that the Unitarian Universalist Fellowship of Central Brevard, Cocoa, FL is a member congregation in good standing of the Unitarian Universalist Association of Congregations.

Sincerely,

Carey McDonald

Carey McDonald
Executive Vice President

Office of the President
24 Farnsworth Street, Boston MA 02210 | P (617) 742-2100 | F (617) 367-3237
uua.org

Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: UUFCB / Cocoa Fresh Market
Fiscal Period: 10/1/22 - 9/30/23

INCOME	AMOUNT
Support	
Govt. grants	$
Foundations	$
Corporations	$
United Way	$
Individual contributions	$ 1560
Fundraising efforts	$
Membership income	$
In-Kind support	$ 5400
Investment income	$
Other (specify	$
	$
	$
Revenue	
Govt. contracts	$
Earned Income	$
Other (specify)	$
	$
TOTAL INCOME	$ 6960

EXPENSES	AMOUNT	
Salaries and wages	$ n/a donated	(in kind)
Insurance and Benefits	$ n/a	
Professional fees	$ n/a	
Fundraising costs	$ n/a donated	(in kind)
Travel	$ n/a	
Equipment	$ n/a donated	(in kind)
Printing fees	$ n/a donated	(in kind)
Telephone/Utilities	$ n/a donated	(in kind)
Postage	$ n/a donated	(in kind)
Rent	$ n/a	
In-Kind expenses	$ n/a	
Depreciation	$ n/a	
Other (specify) Program	$ 5000	
Expenses Emma Jewel	$	
TOTAL EXPENSES	$ 5000	

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

   Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No_____ If yes, briefly describe. (10 POINTS)

All of our volunteers are members or friends of the Unitarian Universalist Fellowship of Central Brevard. All staff are volunteers. Emma Jewel Charter Academy is in Cocoa and serves the educational needs of families in Cocoa. 96% of Emma Jewel students (353/368) are from Cocoa.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

We have been successfully providing these services since 2019. The first three years, we delivered to Cocoa High. That program is now self-sustaining with Second Harvest and we have expanded to Emma Jewel. Emma Jewel has 294 students from unique families (368 total students). 289 of 294 Emma Jewel families are from Cocoa.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Sara A Conkle
Signature of Authorized Representative

9/20/23
Date

Exhibit C

Project Impact

UUFCB/Cocoa Fresh Market: Emma Jewel Charter Academy

The Cocoa Fresh Market is a non-profit ministry of the Unitarian Universalist Fellowship of Central Brevard. Our mission is to provide groceries (take home food) to children and families in schools where there is a high percentage of students in need. Our first three years, we delivered food to Cocoa High School in partnership with Second Harvest Food Bank. We have expanded this year to Emma Jewel Charter Academy, a school where over 80 percent of students receive free or reduced price lunch. (This year it is 100%).

All operating costs and staff are donated by our church. All staff are volunteers. 100 percent of donations go to providing food for the kids. At present, the program is supported by several small donors making monthly donations, and past accumulated donations.

This program augments in-school food by providing groceries for families to take home. Kids who are not hungry learn better. The goal is to help families who are struggling to feed their kids. The families of students at Emma Jewel Charter Academy will directly benefit from the food.

At present we rely on donations for purchasing food, which we then obtain at a discount from Second Harvest Food Bank. They have been our partner from the start.

This project is unique to the Cocoa Community in that we serve only Cocoa schools. It is possible that a minority of students at Emma Jewel are not from Cocoa. But the vast majority of students at Emma Jewel are from Cocoa. (96% are from Cocoa).

Hunger is an ongoing need in families living at or near the poverty level in Cocoa. The average income of a family in Cocoa is well below the average income of the county. This is why we are concentrating our efforts in Cocoa.

The educational benefit that is derived from our program is simply that children can concentrate better in class when they are not hungry. It's very difficult for any of us to concentrate when we are hungry.

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 9/20/23 **Project Dates:** school year 23-24

Organization: UUFCB/Cocoa Fresh Market **Project:** Emma Jewel Charter Academy

1.) Please list the in-kind services requested from the City, along with the dates and times required:
n/a

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:
$800 will be used to purchase food from Second Harvest Food Bank, for the direct benefit of students and families at Emma Jewel Charter Academy.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Sara A Conkly
Project Administrator

9-20-23
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Sara A Conkly
Project Financial Officer

9/20/23
Date

Approved 04/06

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Unitarian Universalist Fellowship of Central Brevard / Cocoa Fresh Market

Project Name: Emma Jewel Charter Academy

		YES	NO
1	Completed Application	✓	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	✓	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	✓	
4	Exhibit C - Project Objectives	✓	
5	Exhibit D - Use Of Funds Statement	✓	

Please send original application with requested attachments to:

City of Cocoa

Attn: Joan Clark, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at (321) 639-7555. Thank You.

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: UUFCB/Cocoa Fresh Market Project Name: Emma Jewel Charter Academy

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	Number [290/368]	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	Yes [✓] No [ ]	20

6. COMMENTS:

_____

_____

_____

_____

_____

Total Score [110]

Minimum threshold met?: Yes [✓] No [ ]

Forwarded to City Attorney for review: Yes [✓] No [ ] Date: 9/21/23

Meets municipal purpose?: Yes [✓] No [ ]

City Council: _____ **Approved:** Yes [ ] No [ ]

Approved 04/06

Legislation Details (With Text)

File #:	23-605	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	9/22/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	The City Council provide direction to staff on the operation of low speed vehicles and golf carts on city streets and sidewalks...End				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 22, 2023
Agenda Date: September 26, 2023
Prepared By: Stockton Whitten, City Manager
Through: N/A
Requested Action:
The City Council provide direction to staff on the operation of low speed vehicles and golf carts on city streets and sidewalks.

BACKGROUND:

Several citizens has requested the Council allow the use of “low-speed vehicles” and golf carts on city roads. The Council directed staff to research the issue and present the issue to Council for discussion and direction. The City Attorney’s Office has provided the following background information and analysis of the statutory requirements regarding the use and operation of “low-speed vehicles” and golf carts on city streets and sidewalks.

The use of city streets for golf cart and low speed vehicle traffic is addressed in Chapter 316 and 320 of the Florida Statutes, the Florida Uniform Traffic Control Law.

Low Speed Vehicles
“Low-speed vehicle” means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. 316.2122. In addition:

- A low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers.

- A low-speed vehicle or mini truck must be registered and insured in accordance with s. 320.02 and titled pursuant to chapter 319.
- Any person operating a low-speed vehicle or mini truck must have in his or her possession a valid driver license.

Low speed vehicles are allowed on municipal roads with speed limits of 35 miles per hour or less. However, Section 316.2122 (5) provides a county or municipality may prohibit the operation of low-speed vehicles or mini trucks on any road under its jurisdiction if the governing body of the county or municipality determines that such prohibition is necessary in the interest of safety. In other words, low speed vehicles are permitted on roads with speed limits of 35 mph or less unless the City Council expressly prohibits it. The Department of Transportation may prohibit the operation of low-speed vehicles or mini trucks on any road under its jurisdiction if it determines that such prohibition is necessary in the interest of safety. **The City would need to investigate whether, for example, low speed vehicles have been prohibited by FDOT on SR 520.**

“Mini trucks” means any four-wheeled, reduced-dimension truck that does not have a National Highway Traffic Safety Administration truck classification, with a top speed of 55 miles per hour, and which is equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, and seat belts. They are treated similarly to low speed vehicles.

Golf Carts

“Golf cart” means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. Section 320.01(22).

Under Section 316.212, Florida Statutes, the City is expressly authorized to designate certain municipal streets suitable for golf cart use. However, prior to making such a designation, the City must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. In other words, unless the City expressly authorizes golf carts on city streets, they are prohibited. Upon a determination that golf carts may be safely operated on a designated City road or street, the City must post appropriate signs to indicate that such operation is allowed. Use of State roads is subject to FDOT consideration and approval. If golf carts are authorized on City streets, use of golf carts is limited to operating between sunrise to sunset unless expressly authorized by the City and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

Additionally, there are specific requirements that must be followed in order to authorize golf cart use on sidewalks, including that that the city determine, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, and that golf carts, bicycles, and pedestrians may safely share the sidewalk.

The City Council may want to consider the following and provide direction to staff.

1. Low-Speed Vehicles:

- Low-speed vehicles can be operated on city streets with speed limits of 35 mph or less, provided that the owner/operator adheres to the required safety standards.
- The Council should discuss whether it wants to exercise its authority to restrict the operation of low-speed vehicles in any way, such as prohibiting them on specific city roads for safety reasons.

2. Golf Carts:

- Golf carts are currently prohibited on city streets unless the City explicitly authorizes their use.
- If the City Council wishes to permit golf carts on city streets, a thorough evaluation is necessary. This evaluation should consider factors like the speed, volume, and nature of motor vehicle traffic on different streets.
- Conducting such an evaluation would likely require outsourcing a study, the cost of which is currently unknown.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

The City Council provide direction to staff on the operation of low speed vehicles and golf carts on city streets and sidewalks.

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Legislation Details (With Text)

File #:	23-599	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	9/21/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	Approval to participate in the Florida Recovery Obligation Calculation (F-ROC) program sponsored by the Florida Division of Emergency Management that will assist applicants in identifying risk in their organization and develop clear action plans that will help abate those risks while standardizing and streamlining the Public Assistance process.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2023-2024-official-f-roc-participation-request-form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2023
Agenda Date: September 26, 2023
Prepared By: Jonathan Lamm, Fire Chief
Through: Stockton Whitten, City Manager
Requested Action:
Approval to participate in the Florida Recovery Obligation Calculation (F-ROC) program sponsored by the Florida Division of Emergency Management that will assist applicants in identifying risk in their organization and develop clear action plans that will help abate those risks while standardizing and streamlining the Public Assistance process.

BACKGROUND:

Upon the Applicant submitting, via electronic mail to F-ROC@em.myflorida.com, the signed Participation Request Form for the F-ROC program and completing the mandatory Opt-In training course, the Applicant will receive the minimum/baseline score of 20% for work completed projects and work to be completed projects.

A. Pursuant to this Participation Request Form, the initial opt-in will be for two (2) years and will only cover large (over $1,000,000), non-expedited, Category A (Debris Removal) and Category B (Emergency Protective Measures) projects. Annual renewal of this Participation Request Form will begin in January of the year in which the form is set to expire.
B. The City would have the potential to receive FEMA funding up to 80%. To complete the participation process and receive the 20% baseline, the Applicant must:

    i. Complete the Opt-In training course with a score of 100%; and,

ii. Submit the signed Participation Request Form.

C. If an Applicant wishes to increase their score, they can do so by completing the optional items listed below:

i. Complete the Disaster Readiness Assessment (DRA) and applicable abatement activities. (Up to a 40% score)
ii. Complete the Post Disaster Questionnaire (PDQ). (Up to a 20% score)
iii. Utilize the Division's standardized F-ROC forms.
iv. Training (excluding the Opt-in and Leadership courses).

D. This Participation Request Form will not apply to any Expedited Projects.

E. The deadline to opt-in to the initial term of the F-ROC program, is September 30, 2023. If the City chooses to opt-in to this program, participation will expire on May 31,2025. The Applicant's score directly corresponds to the present of the eligible obligated amount to be dispersed to the Applicant upon obligation of the Public Assistance project. Applications who receive the Emergency Management Accreditation Program will receive an additional 5%.

STRATEGIC PLAN CONNECTION:

Public Safety- Reducing and eliminating the City's exposure to hazards impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering, and property damage.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval to participate in the Florida Recovery Obligation Calculation (F-ROC) program sponsored by the Florida Division of Emergency Management that will assist applicants in identifying risk in their organization and develop clear action plans that will help abate those risks while standardizing and streamlining the Public Assistance process.

PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM

City of Cocoa _____ (hereinafter referred to as the "Applicant") requests to participate in the Florida Recovery Obligation Calculation (F-ROC) program. The F-ROC program is an innovative approach to the Florida Department of Emergency Management (hereinafter referred to as the "Department") to assist Applicants in identifying risks in their organization and developing a clear action plan that addresses the requirements and streamlining the Public Assistance process.

Applicant name:	City of Cocoa
Applicant unique entity identifier:	NY71W5M2KSR7
Applicant EIN:	59-6000292
Applicant Address:	65 Stone Street, Cocoa, Fl 32922

(1) DEFINITIONS

1. Disaster Readiness Assessment (DRA): The Disaster Readiness Assessment is a questionnaire completed prior to a disaster that evaluates the Applicant's risks identified in the Public Assistance program.
2. Post-Disaster Questionnaire (PDQ): The Post-Disaster Questionnaire is completed after each federally declared event after the Applicant personnel information regarding training and utilization forms.
3. Expedited Projects: Applicants may submit Expedited Projects to FEMA for the immediate need for funding to continue the operation emergency protective measures. If approved the Applicant will be awarded 50% of the federal portion of the FEMA-confirmed project costs based on initial documentation.
4. Validated FEMA Eligibility: Once a project meets validated FEMA requirements.
5. Determined FEMA determinate funding: Projects validated that have been determined to be ineligible under the Public Assistance program.
6. Emergency Management Accreditation Program (EMAP): A voluntary standard assessment and accreditation process for disaster preparedness programs.

(2) CONTACT

Applicant Point of Contact	Rebecca Bowman
Telephone	321-433-8626
Email	Rbowman@cocoafl.gov

Designated Point of Contact	Revenue Bureau
Telephone	(850) 615-5100
Email	DOR-Fuel.mail@floridarevenue.com

a. If the Eligible Applicant's representative or address are designated to a third party, the Eligible Applicant must provide the Participation Request Form with the name, address, and email of the new representative. This must be provided to the third party in writing on Eligible Applicant letterhead.

(3) TERMS AND CONDITIONS

Upon the Applicant's submission of a written notification to DOR-Fuel.mail@floridarevenue.com the signed Participation Request Form for the DOR's program and compliance with the mandatory participation requirements, the Applicant is entitled to the minimum/baseline score of 20 or higher for completed projects and for the completed projects.

a. Pursuant to this Participation Request Form, the initial participation period shall be for 2 years and shall automatically renew for subsequent 2-year periods, unless the Eligible Applicant withdraws from the F-ROC Program. Annual renewal of the Participation Request Form shall occur in January of the year in which the Form must be submitted.

b. To complete the participation process and receive the 20 baseline score, the Applicant must:

   i. Complete the optional training course and obtain a score of 100%; and

   ii. Submit the signed Participation Request Form.

c. For an Applicant to increase their score above the baseline score, they must complete the optional training and:

   i. Complete the Data Dealer Readiness Assessment (DRA) and application agreement, if selected.

   ii. Complete the Project Data Dealer Questionnaire (PDDQ).

   iii. Submit the Documentation for standardized DOR forms.

   iv. Training for the optional and leadership course.

d. Once Participation Request Form is approved, Applicant Expedited Projects.

e. The deadline to opt into the initial term of the DOR program is September 30, 2023.

- The implementation of the FROC program does not guarantee funding for any Applicant. Funding will remain dependent upon allocation by FEMA and the Applicant must make a request for reimbursement (see REPAYMENT section) upon determination by FEMA that funds were expended.
- Prior to the Applicant's submission of the FROC, the Applicant must make a request for extension in writing to the Division no later than 30 days prior to the Participation Request Form December 31, 2023.
- The deadline to complete and attach amendments to the Participation Request Form is March 31st of the calendar year after the Participation Request Form or renewal has been executed.
- The Applicant has a maximum of 60 days from the date after the Division has determined under the disaster declaration to complete the applicable PDC. The PDC must be completed in order to receive additional points and increase the funding cap. Prior to the Applicant requesting an extension to complete the PDC, such an extension request must be made prior to the determination date by the Applicant. Failure and therefore reserves the right upon the determination as such.
- The Applicant and the Division must identify the Local Point of Contact (POC) responsible for the POC.
- The Division reserves the right to remove an Applicant from the program. Circumstances the Division has determined the Applicant has engaged in fraudulent activity or non-compliance with state and/or federal laws the Division may impose a one (1) year prohibition upon the Applicant from participation in the program.
- m. The Applicant's failure to complete the required certification in this Participation Request Form may result in a determination that the traditional method of calculating Public Assistance under Section 406 of the Stafford Act is more beneficial to the Applicant, and the Applicant will remain in the program.
- n. The Participation Request Form duration will be for 2 years with annual option for renewal.

(4) PERIOD OF PERFORMANCE

This Participation Request Form is effective and remains in effect after termination for the terms referenced herein and federal audit requirements and the referenced required record retention period. Work may be performed during the timeframe established and approved by the State and/or FEMA for each State disaster or type.

(5) FUNDING

a. Participation in the FROC program does not guarantee funding and is dependent upon FEMA determination.

b. Submitting and returning the Participation Request Form for FROC Applicant has the potential

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(6) PAYMENT

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(7) REPAYMENTS

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Legislation Details (With Text)

File #:	23-580	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/15/2023			**In control:**	City Council
On agenda:	9/26/2023			**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 Orders-CM Authorized August 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2023
Agenda Date: September 26, 2023
Prepared By: Dave Radford, 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 31st, 2023. 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

FY2023 Change Orders - CM authorized to execute

applied to contingency

as of: 8/31/2023

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
PW08SP													
Op. Rev.		450,000.00	7/11/2023 Total approved	2023-064									
Project Manager: Abigail Morgan		4,081.95											
account #	001-3510-541.63-00	445,918.05					Cumulative		FY22 cum	FY23 cum			
	VA Paving			FY2023			$ -			$ -	$ -		
	PO #	**4,082**											
PW23HV - City Hall HAVC													
Op. Rev.		60,279.00	4/25/2023 Total approved	2023-036									
Project Manager: Frank Marabito		5,000.00											
account #	001-3560-519.64-00	55,279.00					Cumulative		FY22 cum	FY23 cum			
	Air Mechanical			FY2023	46357	55,279.00	$ 55,279.00			$ 55,279.00	$ -		
	PO # 80963	**5,000**											
PW23PE - Cocoa Village Playhouse Elevator													
Op. Rev.		74,143.00	Total approved	2023-025									
Project Manager: Frank Marabito		7,060.00	contingency and other costs authorized										
account #	001-3560-519.62-00	67,083.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Sapphire Elevator			FY2023	46176	67,083.00	$ 67,083.00			$ 67,083.00	$ -		
	PO # 80805	**7,060**											
WS23DF - Filter #3 IMS Cap & Media Replacement													
Op. Rev.		697,679.37	Total approved	2023-020									
Project Manager:		42,413.00	contingency and other costs authorized	2023-021									
account #	424-4020-536.63-00	655,266.37	exp authorized before contingency	2023-059	6/6/2023		Cumulative		FY22 cum	FY23 cum			
	Elenis Contracting			FY2023	46212	424,120.00	$ 424,120.00			$ 424,120.00	$ 58,410.75		
	PO # 80847				46525	231,146.00							
		34,913			46736	**7,500**							
PW23PF - Cocoa Village Playhouse Fire Alarm Panel													
Op. Rev.		123,602.00	Total approved	2023-029									
Project Manager: Frank Marabito		10,000.00	contingency and other costs authorized										
account #	001-3560-519.64-00	113,602.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Integrated Fire			FY2023	46235	113,602.00	$ 113,602.00			$ 113,602.00	$ -		
	PO # 80892					**0.45**							
		9,999.55											
WS21VP - Viera Pump Station													
Op. Rev.		917,070.00	Total approved	2023-015									
Project Mana	David Veloza	83,370.00	contingency and other costs authorized										
account #	424-4055-536.63-00	833,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	L7 Construction			FY2023	46161	833,700.00	$ 833,700.00			$ 833,700.00	$ 28,025.00		
	PO#: 80814	**83,370**											
Caterpillar Generator Service													
Op. Rev.		90,000.00	Total approved	2023-10									
Project Manager:		20,000.00	contingency and other costs authorized										
account #	421-4020-536.34-00	70,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Ring Power-Orlando			FY2023	45941	70,000.00	$ 70,000.00			$ 70,000.00	$ 58,038.21		
	PO #: 80647	**20,000**											
ES23NC - Hurricane Nicole													
Op. Rev.		98,400.00		2022-130									
Project Manager: Frank Marabito		16,400.00	contingency and other costs authorized										
account # :	001-1601-525.46-00	82,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	TSI Disaster Inc			FY2023	45793	82,000.00	$ 82,000.00			$ 82,000.00	$ 86,000.00		
	PO #: 80526				46871	**15,000**							
		1,400											
WS21BL - Wewa Sodium Hypo Tank													
Op. Rev.		439,976.00		2022-133									
Project Manager:		39,998.00	contingency and other costs authorized										
account #	424-4020-536.64-00	399,978.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Odyssey Manufacturing, Co.			FY2023	45802	399,978.00	$ 399,978.00			$ 399,978.00	$ -		
	PO # 80495												

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
		39,998											
WS21SC - Sea Ray Bridger Drive Water Main Relocation													
Op. Rev.		4,839,475.89		2022-134									
Project Manager: John Perrin		439,952.35	contingency and other costs authorized										
account #	424-4055-536.63-00	4,399,523.54	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,523.54	$ 4,399,523.54			$ 4,399,523.54	$ 1,646,576.10		
	PO # 80537	439,952											
SW08PL - CIPP													
Op. Rev.		175,248.00		2022-117									
Project Manager:		290.75	contingency and other costs authorized										
account #	423-3570-538.63-00	159,709.25	exp authorized before contingency				Cumulative	FY21 Cum	FY22 cum	FY23 cum			
				FY2023	45292	159,709.25	$ 159,709.25			$ 159,709.25	$ 159,144.00		
	Inliner Solutions PO # 80264			CO #1	45762	15,248	$ 15,248.00			$ 15,248.00			
		291											
WS17FC - PLC Upgrade Belt Filter													
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	FY23 cum			
	CC Control Corp			FY2022	45427	142,700.00	$ 142,700.00		$ 142,700.00	$ 127,000.00	$ 15,700.00	$ -	
	PO# 80167	21,405											
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	FY23 cum			
	Pro Co			FY2023	46197	34,411.25	$ 49,748.00			$ 49,748.00	$ 34,411.25		
	PO# 80799	4,975											
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	FY23 cum			
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 100,890.00		$ 100,890.00		$ 60,634.00		
	PO# 79572			C/O # 1	44656	20,795							
		10,005											
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	FY23 cum			
	424-4055-536.63-08												
	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	FY23 cum			
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00			$ 653,307.00	$ 392,735.34	$ 217,135.23	
	PO # 79254	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	FY23 cum			
	421-4055-536.63-00												
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,651,222.85	$ 10,969,154.00	$ 485,192.24	$ 196,876.61	$ 196,876.61	$ 485,192.24	$ 10,969,154.00
	WIRE			CO#1	WIRE	(399,159.24)							
				CO #2	WIRE	(86,033.00)							
				CO#3	WIRE	95,700.00							
				CO#4	WIRE	(43,588.55)							
				CO#5	WIRE	(6,950.00)							
				CO#5b	WIRE	(14,539.00)							
				CO#6	WIRE	(69,457.00)							
		572,888.61											
WS21FM - FDOT project SR 528													
Op. Rev.		256,410.00	12/8/2020	2020-250									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.	FY23 Cum.	FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
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	FY23 cum			
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00	$ 233,100.00	$ 173,310.00	$ 79,596.96	
	Contractor PO# 77555				46814	**23,310**							
		-											
WS1222	BNR Process Improvements												
Op. Rev.		2,497,935.00	2/22/2022 AND 5/23/2023	2022-018									
account #		989,934.00	contingency and other costs authorized	2022-092									
	424-4120-536.63-00	1,508,001.00	exp authorized before contingency	2023-054			Cumulative	FY21 cum	FY22 cum	FY23 cum			
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,979,440.00		$ 1,944,049.00	$ 35,391.00	$ 1,129,529.72	$ 507,911.04	
	PO# 79480			C/O#1	45144	**436,048.00**							
				C/O#2	45887	**30,015.00**							
				C/O#3	46074	**5,376.00**							
		39,609	*Good*	C/O#5	46493	**478,886.00**							

Legislation Details (With Text)

File #:	23-581	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/15/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	FY 2023 August Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2023 REVENUE Budget Tracking Worksheet-2023-08.pdf FY 2023 EXPENSE Budget Tracking Worksheet-2023-08.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2023
Agenda Date: September 26, 2023
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2023 August Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2023 thru August 31st, 2023.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Informational Item Only

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FY 2023 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/25/22	001-0000-331.20-25	14,108	ACCEPT JAG GRANT 2022 RESO # 2022-115	269
11/29/22	001-0000-389.99-50	6,157,855	CAPITAL PROJ BUDGET ROLL	722
	001-0000-389.99-50	645,801	PO BUDGET ROLL	733
12/13/22	001-0000-389.99-50	269,920	FIRE RESCUE APPARATUS RESO #2022-137	941
01/10/23	001-0000-331.20-26	1,960	ACCEPT BPV GRANT FY2022 RESO # 2023-003	1358
	001-0000-366.00-00	23,428	DONATION FOR ROTARY CLOCK RESO # 2023-004	1359
	001-0000-389.99-50	94,000	FND FINAL PR & INT 2014S RESO # 2023-002	1362
03/06/23	001-0000-389.99-50	400,000	AFB AFF HOUSING DOWN PYMT RESO # 2023-019	2115
	001-0000-389.99-50	250,000	AFB DIXON/IRD RESO # 2023-019	2116
	001-0000-389.99-50	1,100,000	AFB FISKE RESO # 2023-019	2115
	001-0000-389.99-50	1,500,000	AFB FY21 ERP RESO # 2023-019	2117
	001-0000-389.99-50	1,500,000	AFB FY22 ERP RESO # 2023-019	2117
	001-0000-389.99-50	240,000	AFB MUSEUM CAPITAL RESO # 2023-019	2116
	001-0000-389.99-50	300,000	AFB P&F CADETS RESO # 2023-019	2115
	001-0000-389.99-50	300,000	AFB P&F RECRUITMENT RESO # 2023-019	2115
	001-0000-389.99-50	500,000	AFB PAVING RESO # 2023-019	2115
	001-0000-389.99-50	850,000	AFB PROJECT PUMPER TRK RESO # 2023-019	2114
	001-0000-389.99-50	(3,000,000)	FUND BALANCE RESERVES ERP RESO # 2023-019	2117
03/14/23	001-0000-331.70-02	30,000	2020 HPF AF AMER CIV GR RESO # 2023-027	2262
	001-0000-331.20-23	12,722	BPV - PD GRANT RESO # 2023-027	2262
	001-0000-389.99-50	12,722	BPV - PD MATCH RESO # 2023-027	2262
	001-0000-389.99-50	4,446	FUND ADDTL CAPITAL ROLL RESO # 2023-022	2258
	001-0000-331.20-24	(9,813)	FY23 VOCA GR 2022-CPD RESO # 2023-027	2262
	001-0000-331.20-22	8,960	JAG AWARD 2021 RESO # 2023-027	2262
	001-0000-389.99-50	(25,444)	REV BPV GRANT ROLL RESO # 2023-027	2262
	001-0000-389.99-50	74,143	UPGRADE PH ELEVATOR RESO # 2023-024	2260
03/30/23	001-0000-389.99-50	123,603	FIRE ALARM PANEL CVPH RESO #2023-028	2516
04/11/23	001-0000-334.70-11	150,500	HISTORIC GRANT ACCEPTANCE RESO # 2023-034	2679
	001-0000-389.99-50	150,500	HISTORIC PRES GRANT MATCH RESO # 2023-034	2679
04/25/23	001-0000-366.10-16	17,021	EBIKE FH SUBS DONATION RESO # 2023-038	2888

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/25/23	001-0000-369.90-00	95,000	FIRE INSP SRV PDCS RESO # 2023-043		2883
	001-0000-389.99-50	1,072	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	001-0000-389.99-50	111,235			
	001-0000-389.99-50	232,448			
	001-0000-369.90-00	30,000	TEST MESSAGE ACHIVAL 2023-042		4534
05/23/23	001-0000-389.99-50	(2)	PWFBBP BRACCO POND RESO #2023-044		3306
	001-0000-389.99-50	500,000	AFBP21 ECONOMIC INC RESO #2023-044		3306
	001-0000-389.99-50	560,000	AFBP21 FISKE PROJECT RESO #2023-044		3306
	001-0000-389.99-50	15,000	AFBP21 SUSTAINABILITY RESO #2023-044		3306
	001-0000-389.99-50	37,500			
	001-0000-389.99-50	634,500	CA2201 PUMPER TRUCK RESO #2023-044		3306
	001-0000-389.99-50	241,379	CD22PS VILLAGE PARKING RESO #2023-044		3306
	001-0000-369.90-00	97,100	PROFESSIONAL SERVICES RESO # 2023-044		3404
	001-0000-389.99-50	26,886	PW00PS PD HEADQUARTERS RESO #2023-044		3306
	001-0000-389.99-50	44,215	PW21BM BREVARD MUSEUM RESO #2023-044		3306
	001-0000-389.99-50	(3,637)	PW21DS PAVING RESO #2023-044		3306
	001-0000-389.99-50	26,651	PW21FL FUEL TANK RESO #2023-044		3306
	001-0000-389.99-50	3,942	PWFBCA CARL ANDERSON RESO #2023-044		3306
	001-0000-389.99-50	10,945	PWFBFP FERN & PROSPECT RESO #2023-044		3306
	001-0000-389.99-50	139	PWFBPI SUSTAINABILITY RESO #2023-044		3306
	001-0000-389.99-50	(50,000)	PWFBPP PROVOST PARK RESO #2023-044		3306
05/25/23	001-0000-334.10-15	1	CYBERSECUR DMS 22/23-249 RESO # 2023-058		3294
07/11/23	001-0000-381.91-23	3,164	FLEET SOFTWARE 2023-074		4209
	001-0000-381.91-21	54,550			
	001-0000-331.39-12	15,000	TREE GRANT YR3 AWARD 2023-067		3997
08/08/23	001-0000-389.99-50	(840,437)	Fiske Blvd Grant 2023-086		4418
	001-0000-389.99-50	(560,000)			
	001-0000-381.91-31	840,437			
	001-0000-381.91-23	446	Fleet Vehicle Wash System 2023-084		4416
	001-0000-381.91-21	7,818			
08/17/23	001-0000-389.99-50	(560,000)	FISKE BLVD GRANT R.23-086 CORR BAF 22-101-IFT		4666
	001-0000-389.99-50	560,000			
08/22/23	001-0000-335.29-21	57,137	STATE CONTRIB FOR PENSION 2023-090		4618
	001-0000-335.29-22	72,352			
55 Budget Amendments/Transfers			Division 0000 Total	$13,961,273	
55 Total Budget Amendments/Transfers			**GENERAL FUND**	**$13,961,273**	
11/29/22	103-0000-389.99-50	110,506	PO BUDGET ROLL		733
12/13/22	103-0000-389.99-50	3,500	REHAB @ 1113 ABINGTON WAY RESO # 2022-127		937

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/14/23	103-0000-389.99-10	20,097	CDBG CASH CARRYFORWARD RESO # 2023-027		2262
3 Budget Amendments/Transfers			Division 0000 Total	$134,103	
3 Total Budget Amendments/Transfers			**CDBG**	**$134,103**	
11/29/22	104-0000-389.99-50	313,172	PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 0000 Total	$313,172	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$313,172**	
11/29/22	105-0000-389.99-10	450	PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 0000 Total	$450	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$450**	
11/29/22	107-0000-389.99-50	12,461	PO BUDGET ROLL		733
1 Budget Amendments/Transfers			Division 0000 Total	$12,461	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$12,461**	
11/29/22	110-0000-389.99-50	12,292	CAPITAL PROJ BUDGET ROLL		722
	110-0000-389.99-50	59,971	PO BUDGET ROLL		733
01/09/23	110-0000-389.99-50	(12,292)	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
03/06/23	110-0000-389.99-50	20,000	CITY HALL PARKING CAMERAS RESO # 2023-155		2174
05/01/23	110-0000-338.00-00	(45,142)	REDUCTION OF FINAL REV RESO # 23-240		2957
	110-0000-338.00-00	(6,131)			
5 Budget Amendments/Transfers			Division 0000 Total	$28,698	
5 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$28,698**	
11/29/22	111-0000-389.99-50	643	PO BUDGET ROLL		733
01/09/23	111-0000-389.99-50	12,292	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA		1290
04/17/23	111-0000-338.00-00	(8,615)	TIF REVENUE REDUCED RESO # 2023-241		2794
	111-0000-338.00-00	(1,077)			
3 Budget Amendments/Transfers			Division 0000 Total	$3,243	
3 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$3,243**	
02/28/23	120-0000-369.90-00	15,000	FND ARBOR DAY TREE PURCH RESO # 2023-017		2033
1 Budget Amendments/Transfers			Division 0000 Total	$15,000	
1 Total Budget Amendments/Transfers			**ARBOR MITIGATION FUND**	**$15,000**	
11/29/22	130-0000-389.99-50	1,566,309	CAPITAL PROJ BUDGET ROLL		722
	130-0000-389.99-50	989,440	PO BUDGET ROLL		733
03/14/23	130-0000-389.99-50	(2,555,749)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-0000-331.90-02	2,555,752	SLFRF REV ROUND UP RESO # 2023-027		2262
05/23/23	130-0000-331.90-02	1	SLFRF REVENUE ROUNDING AD RESO # 2023-044		3404
5 Budget Amendments/Transfers			Division 0000 Total	$2,555,753	
5 Total Budget Amendments/Transfers			**AMERICAN RESCUE PLAN FUND**	**$2,555,753**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/10/23	142-0000-389.99-50	10,000	FND SECOND DOLLAR TRAININ RESO # 2023-007		1360
1 Budget Amendments/Transfers			Division 0000 Total	$10,000	
1 Total Budget Amendments/Transfers			**POLICE SPECIAL EDUCATION**	**$10,000**	
01/10/23	201-0000-381.91-01	94,000	FND FINAL PR & INT 2014S RESO # 2023-002		1362
1 Budget Amendments/Transfers			Division 0000 Total	$94,000	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$94,000**	
11/29/22	303-0000-389.99-50	3,622,450	CAPITAL PROJ BUDGET ROLL		722
	303-0000-389.99-50	197,136	PO BUDGET ROLL		733
03/14/23	303-0000-389.99-50	1,500,000	CAPITAL PROJ BUDGET RESO # 2023-027		2262
	303-0000-331.90-01	2,319,585			
	303-0000-389.99-50	(3,819,586)	REV AFB CAPITAL ROLL RESO # 2023-027		2262
08/08/23	303-0000-331.90-01	2,057,024	Add'l Fiske Blvd Grant 2023-086		4418
5 Budget Amendments/Transfers			Division 0000 Total	$5,876,609	
5 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$5,876,609**	
11/29/22	421-0000-389.99-50	10,399,826	CAPITAL PROJ BUDGET ROLL		722
	421-0000-389.99-50	2,384,584	PO BUDGET ROLL		733
01/10/23	421-0000-389.99-50	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	421-0000-389.99-50	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
03/14/23	421-0000-389.99-50	(156,847)	PO ROLL CORRECTION RESO # 2023-022		2258
	421-0000-389.99-50	(622,300)	REPLENISH FB W FY22 CAP RESO # 2023-022		2258
04/11/23	421-0000-369.96-00	61,890	INSUR CLAIM CLARIFIER REV RESO # 2023-033		2680
04/25/23	421-0000-389.99-50	8,400	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	421-0000-389.99-50	23,818			
	421-0000-389.99-50	52,510			
07/11/23	421-0000-389.99-50	220,276	TRUE UP SERIES 2018B BOND 2023-071		4007
9 Budget Amendments/Transfers			Division 0000 Total	$12,377,948	
9 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$12,377,948**	
12/21/22	422-0000-389.99-50	(1,963)	ACC ADJ FOR S2018B PYMT TO MANY PYMTS BUDGETED		1064
07/11/23	422-0000-389.99-50	24,000	SEWER IMPACT FEE REIM 2023-070		3939
2 Budget Amendments/Transfers			Division 0000 Total	$22,037	
2 Total Budget Amendments/Transfers			**WATER/SEWER IMPACT FEE**	**$22,037**	
11/29/22	423-0000-389.99-50	371,761	CAPITAL PROJ BUDGET ROLL		722
	423-0000-389.99-50	100,686	PO BUDGET ROLL		733
03/14/23	423-0000-389.99-50	(43,623)	PO ROLL CORRECTION RESO # 2023-022		2258
07/11/23	423-0000-334.36-36	768,000	N Fiske SW Pond Floating FloratingWetland 2023-075		4005
	423-0000-334.36-35	120,000	US1/Forrest SW Facility FloratingWetland 2023-075		4005

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/14/23	423-0000-389.99-50	(50,000)	SOIRL FL WETLANDS REV 2023-065		3996
	423-0000-338.10-05	50,000			
6 Budget Amendments/Transfers			Division 0000 Total	$1,316,824	
6 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$1,316,824**	
11/29/22	424-0000-389.99-50	9,348,008	CAPITAL PROJ BUDGET ROLL		722
	424-0000-389.99-50	3,233,088	PO BUDGET ROLL		733
12/13/22	424-0000-381.91-21	239,967	CHLORINE TANK REPLACE RESO # 2022-132		938
02/14/23	424-0000-381.91-21	37,998	IFT FROM 421 TO 424 RESO # 2023-011		1854
03/14/23	424-0000-389.99-50	169,422	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	424-0000-331.35-01	508,267			
	424-0000-389.99-50	(153,548)	PO ROLL CORRECTION RESO # 2023-022		2258
	424-0000-389.99-50	(612,357)	PROJ ROLL REV PO # 79254 RESO # 2023-027		2262
	424-0000-389.99-50	(63,285)	PROJ ROLL REVERSAL RESO # 2023-027		2262
	424-0000-389.99-50	(233,134)	REPLENISH FB W FY22 CAP RESO # 2023-022		2258
04/25/23	424-0000-381.91-21	2,829,818	MERGE IRP PROJECTS RESO # 2023-037		2885
05/26/23	424-0000-381.91-21	525,000	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
08/08/23	424-0000-381.91-21	383,914	Add'l Fiske Blvd Grant 2023-086		4418
12 Budget Amendments/Transfers			Division 0000 Total	$16,213,158	
12 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$16,213,158**	
12/21/22	425-0000-381.91-42	(1,963)	ACC ADJ FOR S2018B PYMT TO MANY PYMTS BUDGETED		1064
01/10/23	425-0000-381.91-21	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	425-0000-381.91-21	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
3 Budget Amendments/Transfers			Division 0000 Total	$3,828	
3 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$3,828**	
11/29/22	426-0000-389.99-50	459,755	CAPITAL PROJ BUDGET ROLL		722
	426-0000-389.99-50	1,013,208	PO BUDGET ROLL		733
03/14/23	426-0000-389.99-50	(401)	REPLENISH FB W FY22 CAP RESO # 2023-022		2258
3 Budget Amendments/Transfers			Division 0000 Total	$1,472,562	
3 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$1,472,562**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
117	**Transfers & Amendments between 10/1/2022 and 8/31/2023**			
			FY 2023 TOTAL TRANSFERS & AMENDMENTS	**54,411,119**

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.

FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2023

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
04/19/23	001-1000-511.48-00	(4,000)	FND POSTAGE PERMITS YE MARCH CLEANUP		2796
	001-1000-511.42-00	4,000			
07/31/23	001-1000-511.48-00	(2,474)	QUARTERLY NEWS LETTER JULY CLEANUP		4334
	001-1000-511.47-00	2,474			
2 Budget Amendments/Transfers				Division 1000 Total	$0
1100 - CITY MANAGER'S OFFICE					
02/14/23	001-1100-512.40-00	(400)	CN WINTER SYMPOSIUM RESO # 2023-014		1856
	001-1100-512.40-00	(400)			1885
	001-1100-512.12-00	(32,000)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1100-512.23-04	(7,200)			
	001-1100-512.22-00	(3,824)			
	001-1100-512.21-00	(2,576)			
	001-1100-512.27-00	(1,600)			
	001-1100-512.41-00	(440)			
	001-1100-512.41-00	(440)			
	001-1100-512.23-07	(224)			
	001-1100-512.23-00	(128)			
	001-1100-512.23-09	(128)			
	001-1100-512.24-00	(64)			
	001-1100-512.23-08	(48)			
	001-1100-512.23-08	48	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1100-512.24-00	64			
	001-1100-512.55-00	100			
	001-1100-512.55-00	100			
	001-1100-512.23-00	128			
	001-1100-512.23-09	128			
	001-1100-512.23-07	224			
	001-1100-512.40-00	400			
	001-1100-512.55-00	400			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1100-512.41-00	440	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1100-512.41-00	440		
	001-1100-512.40-00	500		
	001-1100-512.40-00	1,300		
	001-1100-512.27-00	1,600		
	001-1100-512.55-00	1,710		
	001-1100-512.21-00	2,576		
	001-1100-512.22-00	3,824		
	001-1100-512.23-04	7,200		
	001-1100-512.12-00	32,000		
	001-1100-512.12-00	(32,000)		1885
	001-1100-512.23-04	(7,200)		
	001-1100-512.22-00	(3,824)		
	001-1100-512.21-00	(2,576)		
	001-1100-512.27-00	(1,600)		
	001-1100-512.41-00	(440)		
	001-1100-512.41-00	(440)		
	001-1100-512.23-07	(224)		
	001-1100-512.23-00	(128)		
	001-1100-512.23-09	(128)		
	001-1100-512.24-00	(64)		
	001-1100-512.23-08	(48)		
	001-1100-512.40-00	(500)	FMCA ANNUAL CONF RESO # 2023-014	1856
	001-1100-512.55-00	(400)		
	001-1100-512.40-00	(500)		1885
	001-1100-512.55-00	(400)		
	001-1100-512.55-00	(1,710)	FPRA ANNUAL CONF RESO # 2023-014	1856
	001-1100-512.40-00	(1,300)		
	001-1100-512.55-00	(1,710)		1885
	001-1100-512.40-00	(1,300)		
	001-1100-512.55-00	(100)	FPRA MEDIA CONF RESO # 2023-014	1856
	001-1100-512.55-00	(100)		1885
	001-1100-512.55-00	(100)	PIO SYMPOSIUM RESO # 2023-014	1856
	001-1100-512.55-00	(100)		1885
02/23/23	001-1100-512.12-00	(500)	FND COMP HOURS JANUARY CLEANUP	1973
	001-1100-512.12-12	500		
03/14/23	001-1100-512.48-00	(13,305)	CORR ACCOUNT MARK CAMPG RESO # 2023-022	2258
	001-1100-512.34-00	25,000	FND 142 PRODUCTIONS ROLL RESO # 2023-022	2258

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/27/23	001-1100-512.12-00	(160)	OVERTIME JUNE CLEANUP		3865
	001-1100-512.14-00	160			
07/31/23	001-1100-512.12-00	(4)	LS REORG ROUNDING ERRORS JULY CLEANUP		4334
18	Budget Amendments/Transfers		Division 1100 Total	($41,491)	
1104 - PLANNING					
02/14/23	001-1104-515.47-00	66	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1104-515.52-00	120			
	001-1104-515.49-00	200			
	001-1104-515.23-08	247			
	001-1104-515.23-00	501			
	001-1104-515.24-00	564			
	001-1104-515.23-09	593			
	001-1104-515.55-00	790			
	001-1104-515.51-00	950			
	001-1104-515.41-00	1,090			
	001-1104-515.52-30	1,111			
	001-1104-515.46-03	1,143			
	001-1104-515.23-07	1,230			
	001-1104-515.42-00	2,241			
	001-1104-515.54-00	2,386			
	001-1104-515.40-00	2,460			
	001-1104-515.56-15	2,475			
	001-1104-515.31-00	2,655			
	001-1104-515.27-00	5,250			
	001-1104-515.21-00	12,508			
	001-1104-515.22-00	17,412			
	001-1104-515.34-00	25,725			
	001-1104-515.23-04	32,760			
	001-1104-515.12-00	136,046			
	001-1104-515.12-00	(136,046)	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1104-515.23-04	(32,760)			
	001-1104-515.34-00	(25,725)			
	001-1104-515.22-00	(17,412)			
	001-1104-515.21-00	(12,508)			
	001-1104-515.27-00	(5,250)			
	001-1104-515.31-00	(2,655)			
	001-1104-515.56-15	(2,475)			
	001-1104-515.40-00	(2,460)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1104-515.54-00	(2,386)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1104-515.42-00	(2,241)		
	001-1104-515.23-07	(1,230)		
	001-1104-515.46-03	(1,143)		
	001-1104-515.52-30	(1,111)		
	001-1104-515.41-00	(1,090)		
	001-1104-515.51-00	(950)		
	001-1104-515.55-00	(790)		
	001-1104-515.23-09	(593)		
	001-1104-515.24-00	(564)		
	001-1104-515.23-00	(501)		
	001-1104-515.23-08	(247)		
	001-1104-515.49-00	(200)		
	001-1104-515.52-00	(120)		
	001-1104-515.47-00	(66)		
	001-1104-515.47-00	66		1885
	001-1104-515.52-00	120		
	001-1104-515.49-00	200		
	001-1104-515.23-08	244		
	001-1104-515.23-00	496		
	001-1104-515.24-00	561		
	001-1104-515.23-09	587		
	001-1104-515.55-00	790		
	001-1104-515.51-00	950		
	001-1104-515.41-00	1,090		
	001-1104-515.52-30	1,111		
	001-1104-515.46-03	1,143		
	001-1104-515.23-07	1,219		
	001-1104-515.42-00	2,241		
	001-1104-515.54-00	2,386		
	001-1104-515.40-00	2,460		
	001-1104-515.56-15	2,475		
	001-1104-515.31-00	2,655		
	001-1104-515.27-00	5,100		
	001-1104-515.21-00	12,287		
	001-1104-515.22-00	17,076		
	001-1104-515.34-00	25,725		
	001-1104-515.23-04	32,424		
	001-1104-515.12-00	133,220		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/14/23	001-1104-515.51-00	(110)	P&Z BUSINESS CARDS FEBRUARY CLEANUP	2234
	001-1104-515.47-00	110		
05/02/23	001-1104-515.54-00	(650)	FND SE SURVEY APRIL CLEANUP	2962
	001-1104-515.34-00	650		
	001-1104-515.12-00	(49,349)	PLANNERS SERVICE CONTR APRIL CLEANUP	2962
	001-1104-515.34-00	49,349		
06/27/23	001-1104-515.12-00	(325)	PLANNING CONTRACT SVCS JUNE CLEANUP	3865
	001-1104-515.34-00	325		
07/11/23	001-1104-515.12-00	(28,000)	PLAN/SURV BDGT TO YE 2023-073	4001
	001-1104-515.23-04	(21,000)		
	001-1104-515.22-00	(10,000)		
	001-1104-515.21-00	(7,000)		
	001-1104-515.34-00	66,000		
8	Budget Amendments/Transfers		Division 1104 Total	$246,626
1190 - LEISURE SERVICES				
11/01/22	001-1190-574.52-00	(800)	FND VERMONT SYS QTE OCTOBER CLEANUP	560
	001-1190-574.55-00	800		
02/14/23	001-1190-574.12-00	(118,886)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014	1856
	001-1190-574.23-04	(83,828)		
	001-1190-574.13-00	(53,356)		
	001-1190-574.34-00	(22,327)		
	001-1190-574.22-00	(18,094)		
	001-1190-574.21-00	(13,143)		
	001-1190-574.48-00	(8,846)		
	001-1190-574.27-00	(5,100)		
	001-1190-574.24-00	(4,345)		
	001-1190-574.23-07	(3,336)		
	001-1190-574.55-00	(2,800)		
	001-1190-574.44-00	(1,800)		
	001-1190-574.41-00	(1,320)		
	001-1190-574.42-00	(798)		
	001-1190-574.52-07	(797)		
	001-1190-574.46-00	(700)		
	001-1190-574.47-00	(640)		
	001-1190-574.23-08	(597)		
	001-1190-574.23-09	(576)		
	001-1190-574.23-00	(419)		
	001-1190-574.51-00	(402)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1190-574.15-00	(200)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014	1856
	001-1190-574.52-00	(108)		
	001-1190-574.55-00	(80)		
	001-1190-574.55-00	80	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1190-574.52-00	108		
	001-1190-574.15-00	200		
	001-1190-574.51-00	402		
	001-1190-574.23-00	419		
	001-1190-574.23-09	576		
	001-1190-574.23-08	597		
	001-1190-574.47-00	640		
	001-1190-574.46-00	700		
	001-1190-574.52-07	797		
	001-1190-574.42-00	798		
	001-1190-574.41-00	1,320		
	001-1190-574.44-00	1,800		
	001-1190-574.55-00	2,800		
	001-1190-574.23-07	3,336		
	001-1190-574.24-00	4,345		
	001-1190-574.27-00	5,100		
	001-1190-574.48-00	8,846		
	001-1190-574.21-00	13,143		
	001-1190-574.22-00	18,094		
	001-1190-574.34-00	22,327		
	001-1190-574.13-00	53,356		
	001-1190-574.23-04	83,828		
	001-1190-574.12-00	118,886		
	001-1190-574.12-00	(117,016)		1885
	001-1190-574.23-04	(82,695)		
	001-1190-574.13-00	(51,846)		
	001-1190-574.34-00	(22,327)		
	001-1190-574.22-00	(17,539)		
	001-1190-574.21-00	(12,803)		
	001-1190-574.48-00	(8,846)		
	001-1190-574.27-00	(4,800)		
	001-1190-574.24-00	(4,289)		
	001-1190-574.23-07	(3,305)		
	001-1190-574.55-00	(2,800)		
	001-1190-574.44-00	(1,800)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/14/23	001-1190-574.41-00	(1,320)	ECO DEV RESTRUCTURE RESO # 2023-014		1885
	001-1190-574.42-00	(798)			
	001-1190-574.52-07	(797)			
	001-1190-574.46-00	(700)			
	001-1190-574.47-00	(640)			
	001-1190-574.23-08	(591)			
	001-1190-574.23-09	(563)			
	001-1190-574.23-00	(406)			
	001-1190-574.51-00	(402)			
	001-1190-574.15-00	(200)			
	001-1190-574.52-00	(108)			
	001-1190-574.55-00	(80)			
02/23/23	001-1190-574.12-12	1,278	FND COMP HOURS JANUARY CLEANUP		1973
07/31/23	001-1190-574.23-04	1	LS REORG ROUNDING ERRORS JULY CLEANUP		4334
	001-1190-574.23-07	1			
	001-1190-574.23-08	1			
	001-1190-574.51-00	1			
6	Budget Amendments/Transfers			Division 1190 Total ($335,389)	
1203 - INFORMATION TECHNOLOGY					
10/11/22	001-1203-516.24-00	90	TRX GIS ANALYST TO IT RESO # 2022-103		111
	001-1203-516.23-09	100			
	001-1203-516.23-00	102			
	001-1203-516.23-08	138			
	001-1203-516.23-07	824			
	001-1203-516.27-00	2,400			
	001-1203-516.21-00	4,755			
	001-1203-516.22-00	6,181			
	001-1203-516.23-04	22,361			
	001-1203-516.12-00	56,139			
11/01/22	001-1203-516.64-15	(95,000)	ASSIGN PROJECT BUDGET		562
	001-1203-516.64-15	45,000	ASSIGN PROJECT BUDGET REPLACE TRICASTER		562
	001-1203-516.64-15	50,000	ASSIGN PROJECT BUDGET SERVER/HOST VMWARE		562
	001-1203-516.56-15	(20,000)	CORR ACT FOR COPIES OCTOBER CLEANUP		560
	001-1203-516.47-00	20,000			
12/21/22	001-1203-516.56-15	(99)	FND US BANK FEES NOVEMBER CLEANUP		1063
	001-1203-516.49-00	99			
01/19/23	001-1203-516.64-15	(6,187)	FND MAINT EXP DECEMBER CLEANUP		1462
	001-1203-516.64-15	(3,482)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/19/23	001-1203-516.46-00	9,669	FND MAINT EXP DECEMBER CLEANUP		1462
	001-1203-516.47-00	(2,250)	FND PROF SRV REQ DECEMBER CLEANUP		1462
	001-1203-516.31-00	2,250			
	001-1203-516.46-00	(99)	FND US BANK LATE FEES DECEMBER CLEANUP		1462
	001-1203-516.49-00	99			
02/14/23	001-1203-516.64-15	(43,813)	FUND SAN MAINTENANCE RESO #2023-013		1855
	001-1203-516.46-00	43,813			
03/14/23	001-1203-516.54-00	(2,500)	FND SECURITY SERVICES FEBRUARY CLEANUP		2234
	001-1203-516.31-00	2,500			
04/25/23	001-1203-516.56-15	30,000	TEST MESSAGE ACHIVAL 2023-042		4534
05/02/23	001-1203-516.54-00	(5,500)	FND REDUNDANT INTERNET APRIL CLEANUP		2962
	001-1203-516.41-00	5,500			
05/25/23	001-1203-516.56-16	1	CYBERSECUR DMS 22/23-249 RESO # 2023-058		3294
06/27/23	001-1203-516.12-00	(2,852)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-1203-516.12-12	2,852			
07/31/23	001-1203-516.46-00	(39,482)	INFO TECH RENEWAL JULY CLEANUP		4334
	001-1203-516.54-00	39,482			
08/08/23	001-1203-516.46-00	(62,676)	CRITICAL IT INFST 2023-085		4417
	001-1203-516.52-00	62,676			
08/31/23	001-1203-516.23-04	(15,000)	CRIT. INFST COST AUGUST CLEANUP		4868
	001-1203-516.52-00	15,000			
	001-1203-516.56-15	(44,520)	NEGATIVE BALANCE ACCOUNT AUGUST CLEANUP		4868
	001-1203-516.54-00	20			
	001-1203-516.47-00	3,000			
	001-1203-516.40-00	3,500			
	001-1203-516.52-00	18,000			
	001-1203-516.46-00	20,000			
19	Budget Amendments/Transfers			Division 1203 Total $123,091	
1500 - FINANCE GENERAL ACCOUNTNG					
06/27/23	001-1500-513.12-00	(4,244)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-1500-513.12-12	4,244			
	001-1500-513.47-00	32	CHECK STOCK JUNE CLEANUP		3865
	001-1500-513.51-00	(89)	CHECK STOCK & SOUND PROOF JUNE CLEANUP		3865
	001-1500-513.12-00	(10,000)	PRINTER JUNE CLEANUP		3865
	001-1500-513.64-00	10,000			
	001-1500-513.52-00	57	SOUND PROOFING JUNE CLEANUP		3865
07/31/23	001-1500-513.12-00	(1,259)	ACCRUAL PAYOUTS JULY CLEANUP		4334

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	001-1500-513.12-12	1,259	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-1500-513.47-00	212	ENVELOPES JULY CLEANUP		4334
	001-1500-513.51-00	(560)	ENVELOPES & OFFICE CHAIR JULY CLEANUP		4334
	001-1500-513.52-00	348	OFFICE CHAIRS (2) JULY CLEANUP		4334
	001-1500-513.64-00	(3,137)	PRINTER JULY CLEANUP		4334
	001-1500-513.51-00	477			
	001-1500-513.56-15	2,660			
08/31/23	001-1500-513.51-00	(162)	STANDING DESK AUGUST CLEANUP		4868
	001-1500-513.52-00	162			
11	Budget Amendments/Transfers			Division 1500 Total	$0
1505 - PURCHASING					
02/23/23	001-1505-513.56-15	(1,299)	FND AMAZON PRIME MBRSHP JANUARY CLEANUP		1973
	001-1505-513.54-00	1,299			
03/14/23	001-1505-513.56-15	(137)	LUNCH FOR BUSINESS MEETIN FEBRUARY CLEANUP		2234
	001-1505-513.49-00	137			
08/31/23	001-1505-513.12-00	(30)	ADD. FNDS LTD AUGUST CLEANUP		4868
	001-1505-513.12-00	(25)	ADD. FNDS VISION INS. AUGUST CLEANUP		4868
	001-1505-513.23-08	25			
	001-1505-513.23-09	30			
	001-1505-513.12-00	(253)	ADD. FUNDS DENTAL INS. AUGUST CLEANUP		4868
	001-1505-513.23-07	253			
	001-1505-513.12-00	(2,179)	RETIREMENT CONTRIBUTIONS AUGUST CLEANUP		4868
	001-1505-513.22-00	2,179			
	001-1505-513.51-00	(500)	STANDING DESK AUGUST CLEANUP		4868
	001-1505-513.52-00	500			
7	Budget Amendments/Transfers			Division 1505 Total	$0
1510 - FINANCE UTILITY ACCOUNTNG					
11/29/22	001-1510-536.34-00	1,211	PO # 79026-ALLIED UNIV PO BUDGET ROLL		733
	001-1510-536.34-00	1,211			
08/31/23	001-1510-536.47-00	(10,500)	POSTAGE PAPER STATEMENTS AUGUST CLEANUP		4868
	001-1510-536.34-00	(6,500)			
	001-1510-536.56-15	(2,000)			
	001-1510-536.42-00	19,000			
2	Budget Amendments/Transfers			Division 1510 Total	$2,422
1600 - GENERAL OPERATIONS					
10/20/22	001-1600-513.52-00	(25,800)	CORR ACTIVITY FOR EM 513 TO 525		207
	001-1600-513.41-00	(12,840)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/20/22	001-1600-513.31-00	(10,000)	CORR ACTIVITY FOR EM 513 TO 525	207
	001-1600-513.55-00	(900)		
	001-1600-513.51-00	(600)		
	001-1600-525.51-00	600		
	001-1600-525.55-00	900		
	001-1600-525.31-00	10,000		
	001-1600-525.41-00	12,840		
	001-1600-525.52-00	25,800		
11/29/22	001-1600-513.56-15	3,000,000	ERP CAPITAL PROJ BUDGET ROLL	722
	001-1600-513.31-00	46,000	PO # 76943-Info-Tech Rsea PO BUDGET ROLL	733
	001-1600-513.31-00	990	PO # 77453-Superion LLC PO BUDGET ROLL	733
	001-1600-513.31-00	750	PO # 77662-Grooms Financi PO BUDGET ROLL	733
	001-1600-513.31-00	2,805	PO # 77724-Milestone Prof PO BUDGET ROLL	733
	001-1600-513.49-00	246	PO # 79511-Superion LLC PO BUDGET ROLL	733
	001-1600-513.31-01	2,315	PO # 79764-Johnson Jackso PO BUDGET ROLL	733
12/13/22	001-1600-513.39-00	(36,687)	4 CAMERAS AT JLS RESO # 2022-129	939
01/10/23	001-1600-581.91-20	94,000	FND FINAL PR & INT 2014S RESO # 2023-002	1362
02/23/23	001-1600-513.52-00	122	FND SHREDDING INVOICE JANUARY CLEANUP	1973
03/06/23	001-1600-513.39-00	400,000	AFB AFF HOUSING DOWN PYMT RESO # 2023-019	2115
	001-1600-513.39-00	250,000	AFB DIXON/IRD RESO # 2023-019	2116
	001-1600-513.56-15	1,500,000	AFB ERP FY21 RESO # 2023-019	2117
	001-1600-513.56-15	1,500,000	AFB ERP FY22 RESO # 2023-019	2117
	001-1600-513.39-00	1,100,000	AFB FISKE RESO # 2023-019	2115
	001-1600-513.39-00	240,000	AFB MUSEUM CAPITAL RESO # 2023-019	2116
	001-1600-513.39-00	300,000	AFB P&F CADETS RESO # 2023-019	2115
	001-1600-513.39-00	300,000	AFB P&F RECRUITMENT RESO # 2023-019	2115
	001-1600-513.39-00	500,000	AFB PAVING RESO # 2023-019	2115
	001-1600-513.39-00	(850,000)	AFB PROJECT PUMPER TRK RESO # 2023-019	2114
	001-1600-513.39-00	850,000		
	001-1600-513.56-15	(3,000,000)	ERP ROLL RESO # 2023-019	2117
03/14/23	001-1600-513.39-00	(50,000)	FND ADDTL HR LEGAL FEES RESO # 2023-018	2261
	001-1600-513.31-01	50,000		
	001-1600-513.56-15	(8,640)	QREP REPORT CONVERSION FEBRUARY CLEANUP	2234
	001-1600-513.34-00	8,640		
05/23/23	001-1600-513.39-00	5,104	AFBP21 RESO #2023-044	3306
	001-1600-513.39-00	15,000		
	001-1600-513.39-00	26,651		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/23/23	001-1600-513.39-00	26,886	AFBP21 RESO #2023-044	3306
	001-1600-513.39-00	34,287		
	001-1600-513.39-00	38,310		
	001-1600-513.39-00	44,215		
	001-1600-513.39-00	73,661		
	001-1600-513.39-00	76,161		
	001-1600-513.39-00	89,913		
	001-1600-513.39-00	634,500		
	001-1600-513.82-01	20,000	AFBP21 ECONOMIC INC RESO #2023-044	3306
	001-1600-513.39-00	480,000		
	001-1600-513.39-00	560,000	AFBP21 FISKE PROJECT RESO #2023-044	3306
	001-1600-513.39-00	6,071	AFBP21 SUSTAINABILITY RESO #2023-044	3306
	001-1600-513.39-00	37,500		
	001-1600-513.31-00	97,100	PROFESSIONAL SERVICES RESO # 2023-044	3404
05/25/23	001-1600-513.39-00	(500,000)	FND FY23 ANNUAL ST PAVING RESO # 2023-046	3297
	001-1600-513.39-00	(50,000)	FND REPAIR FIRE APP E31 RESO # 2023-047	3295
05/31/23	001-1600-513.39-00	(19,000)	FIRE/POL TRAINEES MAY CLEANUP	3586
	001-1600-513.55-00	19,000		
	001-1600-513.55-00	(19,000)		3921
	001-1600-513.55-02	19,000		
	001-1600-513.39-00	(25,559)	STRADLEY PARK CONTIGENCY MAY CLEANUP	3586
06/27/23	001-1600-513.39-00	(5,392)	BRACCO FITNESS COURSE JUNE CLEANUP	3865
	001-1600-513.55-00	(8,975)	CENTRAL SQ PENS OT JUNE CLEANUP	3865
	001-1600-513.34-00	8,975		
07/11/23	001-1600-513.39-00	(42,033)	FLEET SOFTWARE 2023-074	4004
	001-1600-513.39-00	(9,354)		
07/31/23	001-1600-513.23-02	(3,000)	EMPLOYEE EVENT JULY CLEANUP	4334
	001-1600-513.48-00	3,000		
	001-1600-513.39-00	(1,471)	HR RECRUITMENT JULY CLEANUP	4334
	001-1600-513.55-02	1,471		
	001-1600-513.42-00	(75)	SUPERION PROGRAMMING JULY CLEANUP	4334
	001-1600-513.34-00	75		
08/08/23	001-1600-513.39-00	(560,000)	Fiske Blvd Grant 2023-086	4418
08/16/23	001-1600-513.56-15	(42,033)	FLEET FASTER SFTWR CORR TRUE UP FY22 AFB	4574
	001-1600-513.39-00	42,033		
08/17/23	001-1600-513.39-00	(560,000)	FISKE BLVD GRANT R.23-086 CORR BAF 22-101-IFT	4666
	001-1600-513.39-00	560,000		
08/31/23	001-1600-513.13-00	(1,351)	DEBTBOOK AUGUST CLEANUP	4868

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/31/23	001-1600-513.56-15	1,351	DEBTBOOK AUGUST CLEANUP		4868
	001-1600-513.39-00	(38,000)	HS TRAINEE PROGRAM AUGUST CLEANUP		4868
	001-1600-513.39-00	(32,000)			
	001-1600-513.23-02	(2,250)	NATIONAL NIGHT OUT AGAINST CRIME AUG CLEANUP		4868
	001-1600-513.48-00	2,250			
	001-1600-513.55-01	(760)	PARAMEDIC SCHOOL UNIFORM AUGUST CLEANUP		4868
	001-1600-513.52-00	760			
	001-1600-513.23-00	(4,170)	PD/ FIRE AD&D INSR AUGUST CLEANUP		4868
	001-1600-513.45-00	4,170			
	001-1600-513.13-00	(1,850)	POOL VEHICLE COSTS AUGUST CLEANUP		4868
	001-1600-513.52-30	1,850			
	001-1600-513.51-00	(62)	PROPERTY TAGS AUGUST CLEANUP		4868
	001-1600-513.52-00	62			
	001-1600-513.42-00	(52)	SUMMER INTERN LUNCH AUGUST CLEANUP		4868
	001-1600-513.48-00	52			
	001-1600-513.23-02	(755)	WELLNESS PROGRAM PRIZES AUGUST CLEANUP		4868
	001-1600-513.48-00	755			
52	Budget Amendments/Transfers			Division 1600 Total $7,203,562	
1601 - EMERGENCY/DISASTER SVS					
11/29/22	001-1601-525.41-00	2,703	PO # 79833-Communications PO BUDGET ROLL		733
04/25/23	001-1601-525.23-00	10	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	001-1601-525.24-00	23			
	001-1601-525.22-00	109			
	001-1601-525.24-00	167			
	001-1601-525.23-00	281			
	001-1601-525.22-03	315			
	001-1601-525.42-00	375			
	001-1601-525.22-00	378			
	001-1601-525.22-01	517			
	001-1601-525.52-00	1,612			
	001-1601-525.24-00	3,894			
	001-1601-525.12-00	5,515			
	001-1601-525.22-00	6,854			
	001-1601-525.21-00	7,714			
	001-1601-525.46-02	7,969			
	001-1601-525.49-00	8,150			
	001-1601-525.49-00	8,400			
	001-1601-525.31-00	9,680			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/25/23	001-1601-525.14-00	13,770	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	001-1601-525.46-02	13,984			
	001-1601-525.22-01	20,925			
	001-1601-525.34-00	21,787			
	001-1601-525.46-00	50,000			
	001-1601-525.12-00	79,802			
	001-1601-525.46-00	82,524			
2	Budget Amendments/Transfers			Division 1601 Total $347,458	
1801 - HUMAN RESOURCES					
11/29/22	001-1801-513.55-00	2,700	PO # 79819-GovernmentJobs PO BUDGET ROLL		733
05/02/23	001-1801-513.56-15	(500)	FND VERIZON TO YE APRIL CLEANUP		2962
	001-1801-513.41-00	500			
06/27/23	001-1801-513.12-00	(582)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-1801-513.12-12	582			
07/31/23	001-1801-513.56-15	(342)	ADDL MEMBERSHIP JULY CLEANUP		4334
	001-1801-513.54-00	342			
	001-1801-513.51-00	(200)	OFFICE CHAIR JULY CLEANUP		4334
	001-1801-513.52-00	200			
5	Budget Amendments/Transfers			Division 1801 Total $2,700	
1805 - CITY CLERK					
02/23/23	001-1805-513.52-00	(122)	FND SHREDDING INVOICE JANUARY CLEANUP		1973
06/27/23	001-1805-513.12-00	(71)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-1805-513.12-12	71			
07/31/23	001-1805-513.12-00	(11,291)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-1805-513.12-12	1,411			
	001-1805-513.13-00	9,880			
08/31/23	001-1805-513.12-00	(2,596)	RETIREMENT CONTRIBUTIONS AUGUST CLEANUP		4868
	001-1805-513.23-04	(1,000)			
	001-1805-513.22-00	3,596			
4	Budget Amendments/Transfers			Division 1805 Total ($122)	
1905 - ECONOMIC DEVELOPMENT					
10/11/22	001-1905-515.12-00	(56,139)	TRX GIS ANALYST TO IT RESO # 2022-103		111
	001-1905-515.23-04	(22,361)			
	001-1905-515.22-00	(6,181)			
	001-1905-515.21-00	(4,755)			
	001-1905-515.27-00	(2,400)			
	001-1905-515.23-07	(824)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/11/22	001-1905-515.23-08	(138)	TRX GIS ANALYST TO IT RESO # 2022-103	111
	001-1905-515.23-00	(102)		
	001-1905-515.23-09	(100)		
	001-1905-515.24-00	(90)		
11/01/22	001-1905-515.12-00	(25,000)	FND ECFRPL FOR PLANNING OCTOBER CLEANUP	560
	001-1905-515.34-00	25,000		
	001-1905-515.12-00	(1,500)	FND PLAT REVIEW OCTOBER CLEANUP	560
	001-1905-515.31-00	1,500		
12/21/22	001-1905-515.54-00	(1,155)	FUND PLATT REVIEWS NOVEMBER CLEANUP	1063
	001-1905-515.31-00	1,155		
02/14/23	001-1905-559.40-00	400	CN WINTER SYMPOSIUM RESO # 2023-014	1856
	001-1905-559.40-00	400		1885
	001-1905-515.12-00	(153,080)	ECO DEV DEPT RESTRUCTURE RESO # 2023-014	1856
	001-1905-515.23-04	(36,344)		
	001-1905-515.34-00	(25,000)		
	001-1905-515.22-00	(19,412)		
	001-1905-515.21-00	(13,852)		
	001-1905-515.27-00	(6,850)		
	001-1905-515.56-15	(3,200)		
	001-1905-515.31-00	(2,655)		
	001-1905-515.40-00	(2,460)		
	001-1905-515.54-00	(2,386)		
	001-1905-515.42-00	(2,241)		
	001-1905-515.23-07	(1,342)		
	001-1905-515.46-03	(1,143)		
	001-1905-515.52-30	(1,111)		
	001-1905-515.41-00	(1,090)		
	001-1905-515.51-00	(950)		
	001-1905-515.55-00	(790)		
	001-1905-515.23-09	(673)		
	001-1905-515.24-00	(596)		
	001-1905-515.23-00	(581)		
	001-1905-515.23-08	(279)		
	001-1905-515.49-00	(200)		
	001-1905-515.52-00	(120)		
	001-1905-515.47-00	(66)		
	001-1905-559.55-00	(1,710)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1905-559.40-00	(1,300)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1905-559.40-00	(500)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1905-559.41-00	(440)		
	001-1905-559.40-00	(400)		
	001-1905-559.55-00	(400)		
	001-1905-559.55-00	(100)		
	001-1905-559.55-00	(100)		
	001-1905-515.47-00	66		
	001-1905-515.52-00	120		
	001-1905-515.49-00	200		
	001-1905-515.23-08	279		
	001-1905-515.23-00	581		
	001-1905-515.24-00	596		
	001-1905-515.23-09	673		
	001-1905-515.55-00	790		
	001-1905-515.51-00	950		
	001-1905-515.41-00	1,090		
	001-1905-515.52-30	1,111		
	001-1905-515.46-03	1,143		
	001-1905-515.23-07	1,342		
	001-1905-515.42-00	2,241		
	001-1905-515.54-00	2,386		
	001-1905-515.40-00	2,460		
	001-1905-515.31-00	2,655		
	001-1905-515.56-15	3,200		
	001-1905-515.27-00	6,850		
	001-1905-515.21-00	13,852		
	001-1905-515.22-00	19,412		
	001-1905-515.34-00	25,000		
	001-1905-515.23-04	36,344		
	001-1905-515.12-00	153,080		
	001-1905-515.12-00	(150,254)		1885
	001-1905-515.23-04	(36,008)		
	001-1905-515.34-00	(25,000)		
	001-1905-515.22-00	(19,076)		
	001-1905-515.21-00	(13,631)		
	001-1905-515.27-00	(6,700)		
	001-1905-515.56-15	(3,200)		
	001-1905-515.31-00	(2,655)		
	001-1905-515.40-00	(2,460)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1905-515.54-00	(2,386)	ECO DEV RESTRUCTURE RESO # 2023-014	1885
	001-1905-515.42-00	(2,241)		
	001-1905-515.23-07	(1,331)		
	001-1905-515.46-03	(1,143)		
	001-1905-515.52-30	(1,111)		
	001-1905-515.41-00	(1,090)		
	001-1905-515.51-00	(950)		
	001-1905-515.55-00	(790)		
	001-1905-515.23-09	(667)		
	001-1905-515.24-00	(593)		
	001-1905-515.23-00	(576)		
	001-1905-515.23-08	(276)		
	001-1905-515.49-00	(200)		
	001-1905-515.52-00	(120)		
	001-1905-515.47-00	(66)		
	001-1905-559.55-00	400	FMCA ANNUAL CONF RESO # 2023-014	1856
	001-1905-559.40-00	500		
	001-1905-559.55-00	400		1885
	001-1905-559.40-00	500		
	001-1905-559.40-00	1,300	FPRA ANNUAL CONF RESO # 2023-014	1856
	001-1905-559.55-00	1,710		
	001-1905-559.40-00	1,300		1885
	001-1905-559.55-00	1,710		
	001-1905-559.55-00	100	FPRA MEDIA CONF RESO # 2023-014	1856
	001-1905-559.55-00	100		1885
	001-1905-559.55-00	100	PIO SYMPOSIUM RESO # 2023-014	1856
	001-1905-559.55-00	100		1885
	001-1905-559.41-00	440	SAM S. CELL PHONE RESO # 2023-014	1856
	001-1905-559.41-00	440		1885
03/14/23	001-1905-559.48-00	13,305	CORR ACCOUNT MARK CAMPG RESO # 2023-022	2258
04/19/23	001-1905-559.27-00	(152)	CORR RESTRUCTURE PR MARCH CLEANUP	2796
	001-1905-515.27-00	152		
06/27/23	001-1905-559.12-00	(3)	NEW DIVISION ROUNDING ERR JUNE CLEANUP	3865
	001-1905-515.27-00	(2)		
	001-1905-515.12-00	1		
	001-1905-515.21-00	1		
	001-1905-515.22-00	1		
	001-1905-515.23-00	1		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/27/23	001-1905-515.24-00	1	NEW DIVISION ROUNDING ERR JUNE CLEANUP		3865
07/31/23	001-1905-559.11-00	(1,219)	REORG BUDGETARY SHORTFALL JULY CLEANUP		4334
08/31/23	001-1905-559.40-00	(508)	BONADIO TRAVEL FPRA CONF AUGUST CLEANUP		4868
	001-1905-559.51-00	(125)	MONITOR STAND AUGUST CLEANUP		4868
25	Budget Amendments/Transfers		Division 1905 Total	($349,211)	
1906 - COMMUNICATION/GRANTS					
02/14/23	001-1906-513.23-08	32	ECO DEV DEPT RESTRUCTURE RESO # 2023-014		1856
	001-1906-513.24-00	32			
	001-1906-513.23-08	48			
	001-1906-513.24-00	64			
	001-1906-513.23-00	80			
	001-1906-513.23-09	80			
	001-1906-513.23-07	112			
	001-1906-513.23-00	128			
	001-1906-513.23-09	128			
	001-1906-513.23-07	224			
	001-1906-513.21-00	1,344			
	001-1906-513.27-00	1,600			
	001-1906-513.27-00	1,600			
	001-1906-513.22-00	2,000			
	001-1906-513.21-00	2,576			
	001-1906-513.23-04	3,584			
	001-1906-513.22-00	3,824			
	001-1906-513.23-04	7,200			
	001-1906-513.12-00	17,034			
	001-1906-513.12-00	32,000			
	001-1906-513.12-00	(32,000)	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1906-513.12-00	(17,034)			
	001-1906-513.23-04	(7,200)			
	001-1906-513.22-00	(3,824)			
	001-1906-513.23-04	(3,584)			
	001-1906-513.21-00	(2,576)			
	001-1906-513.22-00	(2,000)			
	001-1906-513.27-00	(1,600)			
	001-1906-513.27-00	(1,600)			
	001-1906-513.21-00	(1,344)			
	001-1906-513.41-00	(440)			
	001-1906-513.23-07	(224)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/14/23	001-1906-513.23-00	(128)	ECO DEV RESTRUCTURE RESO # 2023-014		1884
	001-1906-513.23-09	(128)			
	001-1906-513.23-07	(112)			
	001-1906-513.23-00	(80)			
	001-1906-513.23-09	(80)			
	001-1906-513.24-00	(64)			
	001-1906-513.23-08	(48)			
	001-1906-513.23-08	(32)			
	001-1906-513.24-00	(32)			
	001-1906-513.23-08	32			1885
	001-1906-513.24-00	32			
	001-1906-513.23-08	48			
	001-1906-513.24-00	64			
	001-1906-513.23-00	80			
	001-1906-513.23-09	80			
	001-1906-513.23-07	112			
	001-1906-513.23-00	128			
	001-1906-513.23-09	128			
	001-1906-513.23-07	224			
	001-1906-513.41-00	440			
	001-1906-513.21-00	1,344			
	001-1906-513.27-00	1,600			
	001-1906-513.27-00	1,600			
	001-1906-513.22-00	2,000			
	001-1906-513.21-00	2,576			
	001-1906-513.23-04	3,584			
	001-1906-513.22-00	3,824			
	001-1906-513.23-04	7,200			
	001-1906-513.12-00	17,034			
	001-1906-513.12-00	32,000			
	001-1906-513.41-00	440	TIFF B CELL PHONE RESO # 2023-014		1856
07/31/23	001-1906-513.24-00	48	REORG BUDGETARY SHORTFALL JULY CLEANUP		4334
	001-1906-513.40-00	186			
	001-1906-513.55-00	985			
08/31/23	001-1906-513.40-00	508	BONADIO TRAVEL FPRA CONF AUGUST CLEANUP		4868
	001-1906-513.52-00	125	MONITOR STAND AUGUST CLEANUP		4868
7	Budget Amendments/Transfers			Division 1906 Total $75,982	

1990 - LEISURE SERVICES

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1990-574.55-00	80	ECO DEV DEPT RESTRUCTURE RESO # 2023-014	1856
	001-1990-574.52-00	108		
	001-1990-574.15-00	200		
	001-1990-574.51-00	402		
	001-1990-574.23-00	419		
	001-1990-574.23-09	576		
	001-1990-574.23-08	597		
	001-1990-574.47-00	640		
	001-1990-574.46-00	700		
	001-1990-574.52-07	797		
	001-1990-574.42-00	798		
	001-1990-574.44-00	800		
	001-1990-574.44-00	1,000		
	001-1990-574.41-00	1,320		
	001-1990-574.55-00	2,800		
	001-1990-574.23-07	3,336		
	001-1990-574.24-00	4,345		
	001-1990-574.27-00	5,100		
	001-1990-574.48-00	8,846		
	001-1990-574.21-00	13,143		
	001-1990-574.22-00	18,094		
	001-1990-574.34-00	22,327		
	001-1990-574.13-00	53,356		
	001-1990-574.23-04	83,828		
	001-1990-574.12-00	118,886		
	001-1990-574.12-00	(118,886)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1990-574.23-04	(83,828)		
	001-1990-574.13-00	(53,356)		
	001-1990-574.34-00	(22,327)		
	001-1990-574.22-00	(18,094)		
	001-1990-574.21-00	(13,143)		
	001-1990-574.48-00	(8,846)		
	001-1990-574.27-00	(5,100)		
	001-1990-574.24-00	(4,345)		
	001-1990-574.23-07	(3,336)		
	001-1990-574.55-00	(2,800)		
	001-1990-574.41-00	(1,320)		
	001-1990-574.44-00	(1,000)		
	001-1990-574.44-00	(800)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/14/23	001-1990-574.42-00	(798)	ECO DEV RESTRUCTURE RESO # 2023-014	1884
	001-1990-574.52-07	(797)		
	001-1990-574.46-00	(700)		
	001-1990-574.47-00	(640)		
	001-1990-574.23-08	(597)		
	001-1990-574.23-09	(576)		
	001-1990-574.23-00	(419)		
	001-1990-574.51-00	(402)		
	001-1990-574.15-00	(200)		
	001-1990-574.52-00	(108)		
	001-1990-574.55-00	(80)		
	001-1990-574.55-00	80		1885
	001-1990-574.52-00	108		
	001-1990-574.15-00	200		
	001-1990-574.51-00	402		
	001-1990-574.23-00	406		
	001-1990-574.23-09	563		
	001-1990-574.23-08	591		
	001-1990-574.47-00	640		
	001-1990-574.46-00	700		
	001-1990-574.52-07	797		
	001-1990-574.42-00	798		
	001-1990-574.44-00	800		
	001-1990-574.44-00	1,000		
	001-1990-574.41-00	1,320		
	001-1990-574.55-00	2,800		
	001-1990-574.23-07	3,305		
	001-1990-574.24-00	4,289		
	001-1990-574.27-00	4,800		
	001-1990-574.48-00	8,846		
	001-1990-574.21-00	12,803		
	001-1990-574.22-00	17,539		
	001-1990-574.34-00	22,327		
	001-1990-574.13-00	51,846		
	001-1990-574.23-04	82,695		
	001-1990-574.12-00	117,016		
02/23/23	001-1990-574.12-00	(1,278)	FND COMP HOURS JANUARY CLEANUP	1973
05/02/23	001-1990-574.52-07	1,000	FND JANITORIAL SUPPLIES APRIL CLEANUP	2962
	001-1990-574.34-00	(2,000)	FND JANITORIAL/UNIF APRIL CLEANUP	2962

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/02/23	001-1990-574.42-00	(200)	FND JANITORIAL/UNIF APRIL CLEANUP	2962
	001-1990-574.52-00	1,200	FND UNIFORMS APRIL CLEANUP	2962
06/27/23	001-1990-574.48-00	(2,500)	SPECIAL EVENTS JUNE CLEANUP	3865
	001-1990-574.34-00	2,500		
07/31/23	001-1990-574.12-00	(40)	OVERTIME JULY CLEANUP	4334
	001-1990-574.14-00	40		
08/31/23	001-1990-574.44-00	(800)	ADD. OPERATING SUPPLIES AUGUST CLEANUP	4868
	001-1990-574.34-00	(700)		
	001-1990-574.42-00	(528)		
	001-1990-574.52-00	2,028		
10 Budget Amendments/Transfers			Division 1990 Total $335,393	
2100 - POLICE ADMIN/OPERATIONS				
10/25/22	001-2100-521.34-23	14,108	ACCEPT JAG GRANT 2022 RESO # 2022-115	269
11/01/22	001-2100-521.64-00	(117,166)	ASSIGN PROJECT BUDGET	562
	001-2100-521.64-00	117,166	ASSIGN PROJECT BUDGET 2 MARKED PATROL VEHICLES	562
11/29/22	001-2100-521.44-00	(106,988)	AXON LEASE RECLASSIFY GASB 87 COMPLIANCE	696
	001-2100-521.55-00	1,487		
	001-2100-521.46-00	8,860		
	001-2100-521.56-15	11,085		
	001-2100-521.52-00	85,556		
	001-2100-521.52-23	25,444	PO # 78492-Federal Easter PO BUDGET ROLL	733
	001-2100-521.56-15	2,320	PO # 78952-Tyler Tec PO BUDGET ROLL	733
	001-2100-521.56-15	2,320	PO # 79380-Tyler Tec PO BUDGET ROLL	733
	001-2100-521.52-00	335	PO # 79526-Sun Badge PO BUDGET ROLL	733
	001-2100-521.52-00	858	PO # 79532-Florida Bullet PO BUDGET ROLL	733
01/10/23	001-2100-521.52-26	1,960	BPV GRANT 50% MATCH RESO # 2023-003	1358
	001-2100-521.52-26	1,960	BPV GRANT FUNDS RESO # 2023-003	1358
	001-2100-521.52-00	(1,960)	FND 50% BPV MATCH FY22 RESO # 2023-003	1358
01/19/23	001-2100-521.31-00	(2,500)	FND FINANCIAL TRAINING DECEMBER CLEANUP	1462
	001-2100-521.34-00	(2,000)		
	001-2100-521.44-00	(719)		
	001-2100-521.55-00	5,219		
03/14/23	001-2100-521.12-00	(6,685)	FY23 VOCA GR 2022-CPD RESO # 2023-027	2262
	001-2100-521.55-35	(1,397)		
	001-2100-521.41-35	(1,080)		
	001-2100-521.52-35	(651)		
	001-2100-521.55-22	3,976	JAG AWARD 2021 RESO # 2023-027	2262

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/14/23	001-2100-521.40-22	4,984	JAG AWARD 2021 RESO # 2023-027	2262
	001-2100-521.52-23	25,444	PO # 78492 FED EASTERN RESO # 2023-027	2262
	001-2100-521.52-23	(25,444)	REV BPV ROLL 78492 RESO # 2023-027	2262
04/25/23	001-2100-521.52-36	17,021	EBIKE FH SUBS DONATION RESO # 2023-038	2888
	001-2100-521.52-00	(23,676)	FND SWAT VAN DES/FAB RESO # 2023-040	2889
	001-2100-521.52-30	(20,000)		
	001-2100-521.46-02	(5,000)		
	001-2100-521.64-00	62,976		
05/31/23	001-2100-521.64-00	869	CORR BAF 23-043-T MAY CLEANUP	3586
06/27/23	001-2100-521.52-30	(395)	POLICE VEHICLES JUNE CLEANUP	3865
	001-2100-521.64-00	1,169		
07/31/23	001-2100-521.55-00	4,200	CELLEBRITE TRAINING JULY CLEANUP	4334
	001-2100-521.12-00	(15,000)	CONTRACTUAL WAGES JULY CLEANUP	4334
	001-2100-521.12-06	15,000		
	001-2100-521.52-30	(37,339)	GAS MASKS JULY CLEANUP	4334
	001-2100-521.64-00	8,954		
	001-2100-521.52-00	28,385		
08/22/23	001-2100-521.22-02	57,137	STATE CONTRIB FOR PENSION 2023-090	4618
08/31/23	001-2100-521.52-30	(1,000)	ADD. FUNDING AUGUST CLEANUP	4868
	001-2100-521.52-07	1,000		
	001-2100-521.40-00	480	CFA CONFERENCE AUGUST CLEANUP	4868
	001-2100-521.52-30	(4,000)	ENTERPRISE PO 80359 AUGUST CLEANUP	4868
	001-2100-521.49-00	4,000		
	001-2100-521.12-00	32,000	HS TRAINEE PROGRAM AUGUST CLEANUP	4868
	001-2100-521.40-22	(2,012)	JAG GRANT REALLOCATION AUGUST CLEANUP	4868
	001-2100-521.55-22	2,012		
	001-2100-521.23-04	(40,617)	PD OVERTIME AUGUST CLEANUP	4868
	001-2100-521.14-00	40,617		
	001-2100-521.52-00	(1,299)	POLICE UNIFORMS AUGUST CLEANUP	4868
	001-2100-521.52-02	1,299		
32 Budget Amendments/Transfers			Division 2100 Total $173,273	
2101 - POLICE COMMUNICATIONS				
11/01/22	001-2101-521.64-00	(135,050)	ASSIGN PROJECT BUDGET	562
	001-2101-521.64-00	135,050	ASSIGN PROJECT BUDGET P25 RADIO REPLACEMENT	562
03/14/23	001-2101-521.54-00	(282)	FND NOTARY RENEWALS FEBRUARY CLEANUP	2234
	001-2101-521.49-00	282		
	001-2101-521.64-00	(869)	FND VEHICLES W/ PROJ BAL FEBRUARY CLEANUP	2234

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/14/23	001-2101-521.64-00	869	FND VEHICLES W/ PROJ BAL FEBRUARY CLEANUP		2234
04/25/23	001-2101-521.46-00	(5,662)	FND SWAT VAN DES/FAB RESO # 2023-040		2889
	001-2101-521.34-00	(4,830)			
05/31/23	001-2101-521.64-00	(869)	CORR BAF 23-043-T MAY CLEANUP		3586
06/27/23	001-2101-521.12-00	(2,096)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-2101-521.12-12	2,096			
	001-2101-521.64-00	(774)	POLICE VEHICLES JUNE CLEANUP		3865
07/31/23	001-2101-521.55-00	(4,200)	CELLEBRITE TRAINING JULY CLEANUP		4334
	001-2101-521.12-06	651	CONTRACTUAL WAGES JULY CLEANUP		4334
	001-2101-521.12-00	(27,200)	OVERTIME JULY CLEANUP		4334
	001-2101-521.12-00	(16,651)			
	001-2101-521.14-00	16,000			
	001-2101-521.14-00	27,200			
	001-2101-521.55-00	(738)	SCANNER FOR RECORDS JULY CLEANUP		4334
	001-2101-521.54-00	353			
	001-2101-521.56-15	385			
08/31/23	001-2101-521.40-00	(480)	CFA CONFERENCE AUGUST CLEANUP		4868
	001-2101-521.55-00	(837)	THIN CLIENT LIC. & MONIT AUGUST CLEANUP		4868
	001-2101-521.56-15	837			
14	Budget Amendments/Transfers			Division 2101 Total ($16,815)	
2132 - CODE ENFORCEMENT					
04/25/23	001-2132-524.31-01	(1,500)	FND SWAT VAN DES/FAB RESO # 2023-040		2889
	001-2132-524.45-00	(1,000)			
	001-2132-524.49-00	(755)			
	001-2132-524.46-03	(553)			
06/27/23	001-2132-524.12-12	554	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-2132-524.12-00	(559)	ACCRUAL PAYOUTS & OT JUNE CLEANUP		3865
	001-2132-524.14-00	5	OVERTIME JUNE CLEANUP		3865
07/31/23	001-2132-524.52-00	(2,150)	MOBLEY-PROTECTIVE INSPECT JULY CLEANUP		4334
	001-2132-524.49-00	(1,434)			
	001-2132-524.55-00	(1,190)			
	001-2132-524.51-00	(1,100)			
	001-2132-524.40-00	(1,000)			
	001-2132-524.52-30	(950)			
	001-2132-524.47-00	(550)			
	001-2132-524.46-03	(365)			
	001-2132-524.54-00	(168)			
	001-2132-524.34-00	2,308			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	001-2132-524.34-00	6,599	MOBLEY-PROTECTIVE INSPECT JULY CLEANUP		4334
5	Budget Amendments/Transfers		Division 2132 Total	($3,808)	
2200 - FIRE ADMINISTRATION					
11/01/22	001-2200-522.52-00	(988)	FND MOBILEYES SETUP/ANNUA OCTOBER CLEANUP		560
	001-2200-522.56-15	988			
02/23/23	001-2200-522.34-00	10,000	FND FIRE INSP & PLAN REV JANUARY CLEANUP		1973
04/19/23	001-2200-522.52-00	(500)	FND BUSINESS CARDS MARCH CLEANUP		2796
	001-2200-522.47-00	500			
04/25/23	001-2200-522.34-00	95,000	FIRE INSP SRV PDCS RESO # 2023-043		2883
05/02/23	001-2200-522.12-00	(15,000)	FND INSP SERVICES PCDS APRIL CLEANUP		2962
	001-2200-522.34-00	15,000			
07/25/23	001-2200-522.12-00	(110,000)	SHORTAGE OF PERSONNEL 2023-079		4208
	001-2200-522.22-01	(60,000)			
	001-2200-522.23-04	(10,000)			
07/31/23	001-2200-522.12-12	3,885	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-2200-522.12-07	141	CONTRACTUAL WAGES JULY CLEANUP		4334
	001-2200-522.12-06	870			
	001-2200-522.24-00	(4,000)	CONTRACTUAL WAGES/ACCRAUL JULY CLEANUP		4334
	001-2200-522.11-00	(3,662)			
08/22/23	001-2200-522.22-01	72,352	STATE CONTRIB FOR PENSION 2023-090		4618
08/31/23	001-2200-522.22-01	(72,352)	CORRECT BAF# 23-105 AUGUST CLEANUP		4868
	001-2200-522.22-02	72,352			
11	Budget Amendments/Transfers		Division 2200 Total	($5,414)	
2201 - FIRE OPERATIONS					
11/01/22	001-2201-522.64-00	(110,600)	ASSIGN PROJECT BUDGET		562
	001-2201-522.64-00	89,200	ASSIGN PROJECT BUDGET P25 RADIOS YEAR 2 OF 3		562
	001-2201-522.64-00	21,400	ASSIGN PROJECT BUDGET SMOKE EJECTOR FANS		562
	001-2201-522.46-00	(2,675)	FND AC CONDENSER FOR MICH OCTOBER CLEANUP		560
	001-2201-522.49-00	2,675			
	001-2201-522.52-00	(250)	FND TWILIO FOR TELESTAFF OCTOBER CLEANUP		560
	001-2201-522.41-00	250			
11/29/22	001-2201-522.46-03	16,723	PO # 79773-Josam Prod PO BUDGET ROLL		733
12/13/22	001-2201-522.64-00	269,920	FIRE RESCUE APPARATUS RESO #2022-137		941
02/23/23	001-2201-522.55-00	(10,000)	FND FIRE INSP & PLAN REV JANUARY CLEANUP		1973
03/06/23	001-2201-522.64-00	850,000	AFB PROJECT PUMPER TRK RESO # 2023-019		2114
05/25/23	001-2201-522.46-03	50,000	FND REPAIR FIRE APP E31 RESO # 2023-047		3295
06/27/23	001-2201-522.64-00	(13,935)	SMOKE EJECTOR FANS JUNE CLEANUP		3865

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
06/27/23	001-2201-522.52-00	13,935	SMOKE EJECTOR FANS JUNE CLEANUP	3865
07/25/23	001-2201-522.12-00	(135,066)	SHORTAGE OF PERSONNEL 2023-079	4208
	001-2201-522.13-00	(130,000)		
	001-2201-522.23-04	(100,000)		
	001-2201-522.12-06	23,000		
	001-2201-522.12-12	43,566		
	001-2201-522.15-00	126,300		
	001-2201-522.14-00	352,200		
07/31/23	001-2201-522.12-12	2,766	ACCRUAL PAYOUTS JULY CLEANUP	4334
	001-2201-522.43-00	(300)	FLORIDA CITY GAS JULY CLEANUP	4334
	001-2201-522.52-10	300		
08/16/23	001-2201-522.64-00	(850,000)	FIRE PUMPER TRUCK TRUE UP FY22 AFB	4574
	001-2201-522.64-00	850,000		
08/22/23	001-2201-522.52-30	(31,000)	2023SUTPHEN T32&E33REPAIR 2023-091	4619
	001-2201-522.46-03	31,000		
08/31/23	001-2201-522.46-00	(7,825)	ADD. FUNDING AUGUST CLEANUP	4868
	001-2201-522.52-00	7,825		
	001-2201-522.12-00	(23,094)	FIRE FICA AUGUST CLEANUP	4868
	001-2201-522.21-00	23,094		
	001-2201-522.55-00	(10,000)	FIRE RESERVE UNIT EQUIP. AUGUST CLEANUP	4868
	001-2201-522.52-00	10,000		
	001-2201-522.12-00	(975)	FIRE RETIREMENT CONT. AUGUST CLEANUP	4868
	001-2201-522.22-00	975		
	001-2201-522.46-00	(7,000)	FIRE UNIFORMS AUGUST CLEANUP	4868
	001-2201-522.52-02	7,000		
	001-2201-522.12-00	38,000	HS TRAINEE PROGRAM AUGUST CLEANUP	4868
22 Budget Amendments/Transfers			Division 2201 Total $1,397,409	
3200 - ADMINISTRATION				
11/29/22	001-3200-515.62-00	750,000	BLAKE SUBD NEW HOUSES CAPITAL PROJ BUDGET ROLL	722
	001-3200-515.34-00	3,200	PO # 79924-Tuttle Armfiel PO BUDGET ROLL	733
12/13/22	001-3200-515.56-15	36,687	4 CAMERAS AT JLS RESO # 2022-129	939
03/14/23	001-3200-515.31-15	30,000	2020 HPF AF AMER CIV GR RESO # 2023-027	2262
	001-3200-515.42-00	(55)	FND HPC BUSINESS CARDS FEBRUARY CLEANUP	2234
	001-3200-515.47-00	55		
	001-3200-515.42-00	(515)	FND NEG ACCT BAL FEBRUARY CLEANUP	2234
	001-3200-515.51-00	(143)		
	001-3200-515.41-00	15		
	001-3200-515.49-00	143		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/14/23	001-3200-515.34-00	500	FND NEG ACCT BAL FEBRUARY CLEANUP		2234
04/11/23	001-3200-515.31-16	12,081	H.T. MOORE ARCHITECTUAL RESO # 2023-034		2679
	001-3200-515.46-00	288,919	H.T. MOORE R&M RESO # 2023-034		2679
04/19/23	001-3200-515.52-30	(643)	FND NEG ACCT BALANCE MARCH CLEANUP		2796
	001-3200-515.49-00	143			
	001-3200-515.34-00	500			
05/23/23	001-3200-515.61-00	241,379	CD22PS VILLAGE PARKING RESO #2023-044		3306
06/27/23	001-3200-515.12-12	2,421	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-3200-515.12-00	(2,427)	ACCRUAL PAYOUTS & OT JUNE CLEANUP		3865
	001-3200-515.14-00	6	OVERTIME JUNE CLEANUP		3865
07/31/23	001-3200-515.34-00	(248)	BTR RENEWAL ENVELOPES JULY CLEANUP		4334
	001-3200-515.51-00	100			
	001-3200-515.47-00	148			
	001-3200-515.12-00	(8,000)	INSURANCE MEDICAL JULY CLEANUP		4334
	001-3200-515.23-04	8,000			
08/31/23	001-3200-515.49-00	(48)	ADD VERIZON FND PO 80354 AUGUST CLEANUP		4868
	001-3200-515.41-00	48			
	001-3200-515.12-00	(211)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP		4868
	001-3200-515.12-12	211			
	001-3200-515.12-00	(852)	DROP BENEFIT OFFSET AUGUST CLEANUP		4868
	001-3200-515.27-00	852			
	001-3200-515.12-00	(349)	DROP WAGES AUGUST CLEANUP		4868
	001-3200-515.13-00	349			
19 Budget Amendments/Transfers			Division 3200 Total	$1,362,266	
3500 - ADMINISTRATION					
07/31/23	001-3500-519.11-00	(5,000)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-3500-519.12-12	16,139			
08/31/23	001-3500-519.12-00	7,453	ADD. FUNDING REG. SALARY AUGUST CLEANUP		4868
	001-3500-519.12-12	414	DROP ACCRUAL PAYOUTS AUGUST CLEANUP		4868
	001-3500-519.21-00	1,328	PUBLIC WORKS FICA AUGUST CLEANUP		4868
	001-3500-519.22-00	1,705	RETIREMENT CONTRIBUTIONS AUGUST CLEANUP		4868
5 Budget Amendments/Transfers			Division 3500 Total	$22,039	
3510 - STREET MANAGEMENT					
11/01/22	001-3510-541.63-00	(300,000)	ASSIGN PROJECT BUDGET		562
	001-3510-541.63-00	300,000	ASSIGN PROJECT BUDGET ANNUAL STREET PAVING		562
11/29/22	001-3510-541.63-00	3,984	AURORA ST DITCH PIPING CAPITAL PROJ BUDGET ROLL		722
	001-3510-541.64-00	2,500	CAPITAL PURCHASE CAPITAL PROJ BUDGET ROLL		722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	001-3510-541.63-00	89,913	DIAMOND SQUARE PAVING CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.63-00	14,495	FDOT SIDEWALK & CURB IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.63-00	17,087	PO # 76945-Infra Solution PO BUDGET ROLL	733
	001-3510-541.63-00	3,637	PO # 78121-VA Paving PO BUDGET ROLL	733
	001-3510-541.31-00	29,901	PO # 79571-Mead & Hunt PO BUDGET ROLL	733
	001-3510-541.46-00	38,310	SLFRF PAVING CAPITAL PROJ BUDGET ROLL	722
	001-3510-541.64-00	3,559	VEHICLE PURCHASE CAPITAL PROJ BUDGET ROLL	722
01/19/23	001-3510-541.46-00	(5,900)	FND NEW EQUIP TRLR DECEMBER CLEANUP	1462
	001-3510-541.64-00	5,900		
02/23/23	001-3510-541.46-00	(5,150)	FND ENG SRVS-TRAFF DESIGN JANUARY CLEANUP	1973
	001-3510-541.31-00	5,150		
03/14/23	001-3510-541.46-00	(200)	FND EQUIP TRLR BUDGET FEBRUARY CLEANUP	2234
	001-3510-541.64-00	200		
	001-3510-541.64-00	(2,500)	REDUCE CAP ROLL BUDGET RESO # 2023-022	2258
	001-3510-541.63-00	(14,495)	REDUCE CAP ROLL BUDGET RESO # 2023-022	2258
	001-3510-541.64-00	(3,559)		
04/19/23	001-3510-541.46-00	(100)	FND PO# 80465 INV# 009 MARCH CLEANUP	2796
	001-3510-541.31-00	100		
05/23/23	001-3510-541.63-00	(89,913)	AFBP21 RESO #2023-044	3306
	001-3510-541.46-00	(38,310)		
	001-3510-541.63-00	(3,637)		
05/25/23	001-3510-541.46-00	50,000	FND FY23 ANNUAL ST PAVING RESO # 2023-046	3297
	001-3510-541.63-00	450,000		
06/27/23	001-3510-541.49-00	127	CAR REGISTRATION JUNE CLEANUP	3865
	001-3510-541.15-00	225	CELL PHONE ALLOW UNBDGTD JUNE CLEANUP	3865
	001-3510-541.14-00	(352)	CELL PHONE ALLOW/CAR REG JUNE CLEANUP	3865
	001-3510-541.46-00	(12,215)	REPLENISH ROAD MATERIALS JUNE CLEANUP	3865
	001-3510-541.49-00	127		
	001-3510-541.53-00	12,088		
	001-3510-541.46-00	(10,000)	TRAFFIC IMPACT STUDIES JUNE CLEANUP	3865
	001-3510-541.34-00	10,000		
07/31/23	001-3510-541.46-00	3,000	RIBBON CURB INSTALL JULY CLEANUP	4334
08/16/23	001-3510-541.46-00	(50,000)	FUND ANNUAL SIDEWALK MAIN TRUE UP FY22 AFB	4574
	001-3510-541.46-00	50,000		
	001-3510-541.63-00	(450,000)	FUND ANNUAL STREET PAVING TRUE UP FY22 AFB	4574
	001-3510-541.63-00	450,000		
08/31/23	001-3510-541.52-30	(5,471)	FP&L ADD. FUNDING AUGUST CLEANUP	4868

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/31/23	001-3510-541.34-00	(4,000)	FP&L ADD. FUNDING AUGUST CLEANUP		4868
	001-3510-541.54-00	(1,200)			
	001-3510-541.40-00	(500)			
	001-3510-541.42-00	(500)			
	001-3510-541.43-00	11,671			
	001-3510-541.12-00	(9,959)	REGULAR SALARIES AUGUST CLEANUP		4868
	001-3510-541.12-00	(8,694)			
	001-3510-541.23-04	(7,453)			
	001-3510-541.23-04	(3,577)			
	001-3510-541.12-00	(1,705)			
	001-3510-541.23-04	(1,328)			
	001-3510-541.23-04	(414)			
	001-3510-541.52-30	(5,260)	STRIPING ADD. FUNDING AUGUST CLEANUP		4868
	001-3510-541.55-00	(3,018)			
	001-3510-541.46-00	8,278			
30	Budget Amendments/Transfers			Division 3510 Total	$520,842
3520 - PARKS & BEAUTIFICATION					
11/29/22	001-3520-572.64-00	49,130	PO # 79068-Alan Jay Chev PO BUDGET ROLL		733
02/28/23	001-3520-572.31-11	(15,000)	FND ARBOR DAY TREE PURCH RESO # 2023-017		2033
	001-3520-572.31-11	(15,000)			
	001-3520-572.31-11	15,000			
03/14/23	001-3520-572.46-00	(700)	FND EYE WASH STATION FEBRUARY CLEANUP		2234
	001-3520-572.46-02	700			
04/19/23	001-3520-572.46-00	(2,000)	FND PRESSURE WASHING MARCH CLEANUP		2796
	001-3520-572.34-00	500			
	001-3520-572.49-00	1,500			
05/02/23	001-3520-572.46-00	(7,000)	FND OPERATING SUPPL TO YE APRIL CLEANUP		2962
	001-3520-572.52-00	7,000			
	001-3520-572.46-00	(300)	FND VERIZON TO YE APRIL CLEANUP		2962
	001-3520-572.41-00	300			
07/11/23	001-3520-572.31-11	15,000	TREE GRANT YR3 AWARD 2023-067		3997
07/31/23	001-3520-572.46-00	(5,653)	ICE MACHINE JULY CLEANUP		4334
	001-3520-572.64-00	5,653			
08/31/23	001-3520-572.34-09	(12,400)	ADD. FUNDING AUGUST CLEANUP		4868
	001-3520-572.40-00	1,100			
	001-3520-572.34-00	1,300			
	001-3520-572.52-00	10,000			
	001-3520-572.12-00	(240)	SHOE ALLOWANCE AUGUST CLEANUP		4868

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/31/23	001-3520-572.20-00	240	SHOE ALLOWANCE AUGUST CLEANUP		4868
10	Budget Amendments/Transfers		Division 3520 Total	$49,130	
3540 - PUBLIC WORKS- FLEET MAINT					
11/29/22	001-3540-519.34-00	13,353	PO # 79882-Genuine Parts PO BUDGET ROLL		733
02/23/23	001-3540-519.55-00	(4,500)	FND TRANSMISSION JACK JANUARY CLEANUP		1973
	001-3540-519.46-00	(2,400)			
	001-3540-519.56-15	(2,000)			
	001-3540-519.64-00	8,900			
03/14/23	001-3540-519.56-15	(350)	FND SHIPPING TRANSM LIFT FEBRUARY CLEANUP		2234
	001-3540-519.64-00	350			
04/19/23	001-3540-519.64-00	(350)	FND TRANSMISSION JACK MARCH CLEANUP		2796
	001-3540-519.64-00	350			
05/02/23	001-3540-519.52-00	(578)	PROMO ITEMS W/ COCOA APRIL CLEANUP		2962
	001-3540-519.48-00	578			
06/27/23	001-3540-519.12-00	(1,469)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	001-3540-519.12-12	1,469			
07/11/23	001-3540-519.55-00	15,950	FLEET SOFTWARE 2023-074		4004
	001-3540-519.56-15	93,151			
07/31/23	001-3540-519.12-00	(11,259)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	001-3540-519.20-00	120	SHOE ALLOWANCE JULY CLEANUP		4334
	001-3540-519.64-00	15,637	VEHICLE WASH MACHINE JULY CLEANUP		4334
08/16/23	001-3540-519.55-00	(7,512)	FLEET FASTER SFTWR TRAIN TRUE UP FY22 AFB		4574
	001-3540-519.55-00	7,512			
	001-3540-519.56-15	(34,521)	FLEET FASTER SOFTWARE TRUE UP FY22 AFB		4574
	001-3540-519.56-15	34,521			
12	Budget Amendments/Transfers		Division 3540 Total	$126,952	
3560 - FACILITY MANAGEMENT					
11/01/22	001-3560-519.64-00	(41,000)	ASSIGN PROJECT BUDGET		562
	001-3560-519.64-00	41,000	ASSIGN PROJECT BUDGET CITY HALL HVAC REPLACE		562
11/29/22	001-3560-519.64-00	13,175	CAPITAL PURCHASE CAPITAL PROJ BUDGET ROLL		722
	001-3560-519.64-00	10,005	CIVIV CENTER CAPITAL PROJ BUDGET ROLL		722
	001-3560-519.64-00	6,071	FIRE ALARM MUSEUM REPL CAPITAL PROJ BUDGET ROLL		722
	001-3560-519.64-00	27,045	PO # 79067-Alan Jay Chevr PO BUDGET ROLL		733
	001-3560-519.64-00	100,890	PO # 79572-Cortez Heating PO BUDGET ROLL		733
	001-3560-519.64-00	28,929	PO # 79646-ADS Security PO BUDGET ROLL		733
	001-3560-519.31-00	6,000	PO # 79790-ISS PO BUDGET ROLL		733
	001-3560-519.46-00	5,970	PO # 79810-Kendall Signs PO BUDGET ROLL		733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	001-3560-519.31-00	6,250	PO # 79834-ISS PO BUDGET ROLL	733
	001-3560-519.52-00	2,985	PO # 79879-Kendall Signs PO BUDGET ROLL	733
	001-3560-519.46-02	2,900	PO # 79905-C & D Construc PO BUDGET ROLL	733
	001-3560-519.49-00	13,150	PO # 79914-Graybar PO BUDGET ROLL	733
	001-3560-519.46-00	8,951	PO # 79915-East Coast Fen PO BUDGET ROLL	733
	001-3560-519.46-02	21,607	PO # 79918-Doug Wilson En PO BUDGET ROLL	733
	001-3560-519.64-00	11,074	VEHICLE PURCHASE CAPITAL PROJ BUDGET ROLL	722
01/10/23	001-3560-519.64-00	23,428	DONATION FOR ROTARY CLOCK RESO # 2023-004	1359
02/28/23	001-3560-519.64-00	15,000	FND ARBOR DAY TREE PURCH RESO # 2023-017	2033
03/14/23	001-3560-519.62-00	74,143	UPGRADE PH ELEVATOR RESO # 2023-024	2260
03/30/23	001-3560-519.64-00	123,603	FIRE ALARM PANEL CVPH RESO #2023-028	2516
04/25/23	001-3560-519.34-00	(5,000)	FND CITY HALL HVAC` RESO # 2023-035	2884
	001-3560-519.64-00	5,000		
05/23/23	001-3560-519.64-00	(6,071)	PWFBPI SUSTAINABILITY RESO #2023-044	3306
06/27/23	001-3560-519.64-00	(6,071)	CORR PROJ NUMBER PW22FI JUNE CLEANUP	3865
	001-3560-519.64-00	6,071		
	001-3560-519.52-30	(8,000)	VEHICLE REPAIRS JUNE CLEANUP	3865
	001-3560-519.46-03	8,000		
07/31/23	001-3560-519.46-02	(12,383)	GOLF CART JULY CLEANUP	4334
	001-3560-519.64-00	12,383		
	001-3560-519.46-00	(3,000)	RIBBON CURB INSTALL JULY CLEANUP	4334
	001-3560-519.52-30	(15,637)	VEHICLE WASH MACHINE JULY CLEANUP	4334
08/08/23	001-3560-519.52-30	8,264	Fleet Vehicle Wash System 2023-084	4416
08/31/23	001-3560-519.46-00	(20,000)	ADD. FUNDING AUGUST CLEANUP	4868
	001-3560-519.46-02	20,000		
	001-3560-519.40-00	(1,000)	OVERTIME AUGUST CLEANUP	4868
	001-3560-519.14-00	1,000		
	001-3560-519.14-00	3,577		
	001-3560-519.34-00	(13,000)	PW BREAK ROOM REPAIRS AUGUST CLEANUP	4868
	001-3560-519.46-02	13,000		
	001-3560-519.22-00	8,694	RETIRE AUGUST CLEANUP	4868
	001-3560-519.23-04	9,959	RETIREINSURANCES/ MEDICAL AUGUST CLEANUP	4868
34 Budget Amendments/Transfers			Division 3560 Total	$506,962
3580 - CAPITAL PROJECTS MNGMT				
11/29/22	001-3580-519.46-00	61,550	AFB - PARK IMPROVE CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.46-02	49,977	AFB - PROVOST PARK IMPR CAPITAL PROJ BUDGET ROLL	722
	001-3580-519.62-00	16,994	AFB - PORCHER HOUSE CAPITAL PROJ BUDGET ROLL	722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/29/22	001-3580-519.63-00	716,853	AFB - PROVOST PARK IMPR CAPITAL PROJ BUDGET ROLL		722
	001-3580-519.63-00	521,926	AFB - STRADLEY PARK IMPR CAPITAL PROJ BUDGET ROLL		722
	001-3580-519.64-00	5,104	AFB BRACCO POND BATHROOM CAPITAL PROJ BUDGET ROLL		722
	001-3580-519.63-07	85,000	AFB JUNNY RIOS SPLASH PAD CAPITAL PROJ BUDGET ROLL		722
	001-3580-519.64-00	529,141			
	001-3580-519.64-00	8,000	AFB PROVOST PARK IMPRV CAPITAL PROJ BUDGET ROLL		722
	001-3580-519.62-00	34,289	BRACCO POND RESTROOM CAPITAL PROJ BUDGET ROLL		722
	001-3580-519.62-00	69,719	CARL ANDERSON RESTROOM CAPITAL PROJ BUDGET ROLL		722
	001-3580-519.62-00	65,216	FERN/PROSPECT RESTROOM CAPITAL PROJ BUDGET ROLL		722
	001-3580-519.63-00	20,000	LEE WENNER PARK CAPITAL PROJ BUDGET ROLL		722
	001-3580-519.63-00	49,861	PO # 78193-Architects RZK PO BUDGET ROLL		733
	001-3580-519.64-00	75,858	PO # 78194-Architects RZK PO BUDGET ROLL		733
	001-3580-519.31-00	5,168	PO # 78203-Architects RZK PO BUDGET ROLL		733
	001-3580-519.64-00	37,897	PO # 79201-Miracle Rec Eq PO BUDGET ROLL		733
	001-3580-519.63-00	27,101	PO # 79477-Architects RZK PO BUDGET ROLL		733
	001-3580-519.62-00	31,000	PROVOST PARK IMPROVE CAPITAL PROJ BUDGET ROLL		722
05/23/23	001-3580-519.62-00	(69,719)	AFBP21 RESO #2023-044		3306
	001-3580-519.62-00	(65,216)			
	001-3580-519.62-00	(34,289)			
	001-3580-519.62-00	(31,000)			
	001-3580-519.63-00	(19,000)			
	001-3580-519.64-00	(5,104)			
	001-3580-519.31-00	139			
05/31/23	001-3580-519.63-00	25,559	STRADLEY PARK CONTIGENCY MAY CLEANUP		3586
06/27/23	001-3580-519.52-00	(29,000)	ARROW BOARD TRAILER JUNE CLEANUP		3865
	001-3580-519.64-00	29,000			
	001-3580-519.64-00	5,392	BRACCO FITNESS COURSE JUNE CLEANUP		3865
	001-3580-519.12-00	(40)	OVERTIME JUNE CLEANUP		3865
	001-3580-519.14-00	40			
23 Budget Amendments/Transfers				Division 3580 Total	$2,217,416	
395 Total Budget Amendments/Transfers			**GENERAL FUND**	**$13,961,273**	
3240 - HOUSING GRANTS					
11/29/22	103-3240-554.83-09	6,631	PO # 76938-Salvation Army PO BUDGET ROLL		733
	103-3240-554.83-09	4,341	PO # 76939-Central Brevar PO BUDGET ROLL		733
	103-3240-554.83-11	21,600	PO # 79296-Community Serv PO BUDGET ROLL		733
	103-3240-554.83-11	42,080	PO # 79303-Community Serv PO BUDGET ROLL		733
	103-3240-554.83-11	35,854	PO # 79304-Family Promise PO BUDGET ROLL		733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/13/22	103-3240-554.83-13	3,500	REHAB @ 1113 ABINGTON WAY RESO # 2022-127		937
03/14/23	103-3240-554.83-13	3,422	CDBG CASH CARRYFORWARD RESO # 2023-027		2262
	103-3240-554.83-09	7,280			
	103-3240-554.83-11	9,395			
07/31/23	103-3240-554.51-00	(490)	HOUSING CONFERENCE JULY CLEANUP		4334
	103-3240-554.55-00	490			
8	Budget Amendments/Transfers		Division 3240 Total	$134,103	
	8 Total Budget Amendments/Transfers		**CDBG**	**$134,103**	
3240 - HOUSING GRANTS					
11/29/22	104-3240-554.83-23	226,680	PO # 79508-Community Hous PO BUDGET ROLL		733
	104-3240-554.83-22	86,492	PO # 79523-Community Hous PO BUDGET ROLL		733
2	Budget Amendments/Transfers		Division 3240 Total	$313,172	
	2 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$313,172**	
3240 - HOUSING GRANTS					
11/29/22	105-3240-554.83-00	450	PO # 79811-Algat Enterpri PO BUDGET ROLL		733
1	Budget Amendments/Transfers		Division 3240 Total	$450	
	1 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$450**	
3200 - ADMINISTRATION					
11/29/22	107-3200-515.56-15	12,461	PO # 79569-Empire Consult PO BUDGET ROLL		733
02/23/23	107-3200-524.34-00	(13,000)	FND 3 TOUGHBOOKS FOR INSP JANUARY CLEANUP		1973
	107-3200-524.56-15	13,000			
03/14/23	107-3200-515.56-15	(12,461)	ACTIVITY CODE CORR RESO # 2023-022		2258
	107-3200-524.56-15	12,461			
	107-3200-524.54-00	(240)	FND MONITOR THINCLT UPGR FEBRUARY CLEANUP		2234
	107-3200-524.56-15	240			
	107-3200-524.54-00	(58)	FND NEG ACCT BAL FEBRUARY CLEANUP		2234
	107-3200-524.49-00	3			
	107-3200-524.52-00	55			
04/19/23	107-3200-524.47-00	(475)	FND NEG ACCT BAL MARCH CLEANUP		2796
	107-3200-524.54-00	(346)			
	107-3200-524.49-00	119			
	107-3200-524.56-15	327			
	107-3200-524.52-00	375			
05/02/23	107-3200-524.34-00	(3,720)	FND UNEXPECTED EXP APRIL CLEANUP		2962
	107-3200-524.49-00	120			
	107-3200-524.52-00	600			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/02/23	107-3200-524.41-00	3,000	FND UNEXPECTED EXP APRIL CLEANUP	2962
05/31/23	107-3200-524.56-15	(5,900)	LEASE BLDG OFFICE TRUCK MAY CLEANUP	3586
	107-3200-524.44-00	5,900		
06/27/23	107-3200-524.12-12	269	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	107-3200-524.12-00	(275)	ACCRUAL PAYOUTS & OT JUNE CLEANUP	3865
	107-3200-524.46-03	(221)	NEGATIVE BALANCE JUNE CLEANUP	3865
	107-3200-524.51-00	221		
	107-3200-524.14-00	6	OVERTIME JUNE CLEANUP	3865
07/31/23	107-3200-524.12-00	(256)	INSURANCE JULY CLEANUP	4334
	107-3200-524.23-00	256		
08/31/23	107-3200-524.12-00	(4,370)	ADD. FND RET. CONT. AUGUST CLEANUP	4868
	107-3200-524.23-04	(1,310)		
	107-3200-524.22-00	5,680		
	107-3200-524.23-04	(3,998)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	107-3200-524.12-12	3,998		
	107-3200-524.12-00	(6,630)	DROP WAGES AUGUST CLEANUP	4868
	107-3200-524.13-00	6,630		
16 Budget Amendments/Transfers			Division 3200 Total	$12,461
16 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$12,461**
3240 - HOUSING GRANTS				
04/19/23	108-3240-517.71-00	(26,000)	FND SEC 108 LOAN INTEREST INTEREST HAS INCREASED	2795
	108-3240-517.72-00	26,000		
1 Budget Amendments/Transfers			Division 3240 Total	$0
1 Total Budget Amendments/Transfers			**SEC 108 LOAN GUARANTEE**	**$0**
3230 - CRA ADMIN/OPERATIONS				
10/03/22	110-3230-559.39-00	(1,912)	CVP STAMPED DESIGN RESO # 22-585	18
	110-3230-559.46-00	1,912		
11/01/22	110-3230-559.63-00	(2,350,000)	ASSIGN PROJECT BUDGET	562
	110-3230-559.63-00	1,500,000	ASSIGN PROJECT BUDGET LEE WENNER PARK PARKING	562
	110-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET LIGHTING CAMERAS	562
	110-3230-559.63-00	750,000	ASSIGN PROJECT BUDGET VILLAGE PARKING	562
	110-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET VILLAGE WAYFINDING & SIGN	562
11/29/22	110-3230-559.39-00	(366,588)	ASSIGN CONT PROJ BUDGET	781
	110-3230-559.39-00	(366,588)	ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(142,851)		
	110-3230-559.39-00	142,851		779
	110-3230-559.39-00	366,588		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	110-3230-559.56-15	12,292	CAMERAS AT JOE LEE SMITH` CAPITAL PROJ BUDGET ROLL	722
	110-3230-559.39-00	1,912	CVP STAMPED DESIGN ASSIGN CONT PROJ BUDGET	781
	110-3230-559.39-00	1,912	CVP STAMPED DESIGN ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(1,912)		779
	110-3230-559.39-00	364,676	LEE WENNER PARK ASSIGN CONT PROJ BUDGET	781
	110-3230-559.39-00	364,676	LEE WENNER PARK ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(364,676)		779
	110-3230-559.39-00	12,851	PAINT & BEAU GRANT & CAMP ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(12,851)		779
	110-3230-559.39-00	100,000	PARK IMPROVEMENTS ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(100,000)		779
	110-3230-559.63-00	917	PO # 76293-Infrastructure PO BUDGET ROLL	733
	110-3230-559.63-00	18,625	PO # 77934-ISS PO BUDGET ROLL	733
	110-3230-559.46-00	17,670	PO # 79631-Fausnight Stri PO BUDGET ROLL	733
	110-3230-559.52-00	17,630	PO # 79871-Victor Stanley PO BUDGET ROLL	733
	110-3230-559.83-00	5,129	PO # 79892-Von Bobinski PO BUDGET ROLL	733
	110-3230-559.39-00	30,000	WOMEN'S VETERANS VILLAGE ASSIGN PROJECT BUDGET	695
	110-3230-559.39-00	(30,000)		779
01/09/23	110-3230-559.56-15	(12,292)	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA	1290
03/06/23	110-3230-559.56-15	20,000	CITY HALL PARKING CAMERAS RESO # 2023-155	2174
	110-3230-559.39-00	(1,750)	PURCHASE AD FOR RFP-HOTEL RESO # 2023-178	2176
	110-3230-559.49-00	1,750		
05/01/23	110-3230-559.39-00	(51,273)	REDUCTION OF FINAL REV RESO # 23-240	2957
06/05/23	110-3230-559.39-00	(7,000)	CAMERA FOR CITY H PARKING 2023-338	4775
	110-3230-559.56-15	7,000		
07/11/23	110-3230-559.40-00	(2,987)	RETIREMENT PAYOUT 2023-384	4774
	110-3230-559.46-00	(2,388)		
	110-3230-559.41-00	300		
	110-3230-559.12-12	688		
	110-3230-559.22-00	4,387		
33 Budget Amendments/Transfers			Division 3230 Total	$28,698
33 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$28,698**
3230 - CRA ADMIN/OPERATIONS				
11/01/22	111-3230-559.63-00	(100,000)	ASSIGN PROJECT BUDGET	562
	111-3230-559.64-00	(50,000)		
	111-3230-559.64-00	50,000	ASSIGN PROJECT BUDGET BUS STOP SHELTERS	562
	111-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET DS STAMPED PAVEMENT	562

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/01/22	111-3230-559.63-00	50,000	ASSIGN PROJECT BUDGET GILMORE PARK REDEVELOP	562
11/29/22	111-3230-559.39-00	(142,851)	ASSIGN CONT PROJ BUDGET	781
	111-3230-559.39-00	12,851	PAINT & BEAU GRANT & CAMP ASSIGN CONT PROJ BUDGET	781
	111-3230-559.39-00	100,000	PARK IMPROVEMENTS ASSIGN CONT PROJ BUDGET	781
	111-3230-559.31-01	143	PO # 78621-Josph Colombo PO BUDGET ROLL	733
	111-3230-559.83-00	500	PO # 79802-Stevenson Land PO BUDGET ROLL	733
	111-3230-559.39-00	30,000	WOMENS VETERAN VILLAGE ASSIGN CONT PROJ BUDGET	781
12/19/22	111-3230-559.39-00	(10,000)	ANR CONTRACT INCREASE RESO # 22-608	1032
	111-3230-559.34-00	10,000		
	111-3230-559.39-00	(206)	FND FINAL INVOICE COLUMBO RESO # 23-703	1173
	111-3230-559.31-01	206		
01/09/23	111-3230-559.56-15	12,292	CORR JLS CAM TO DSCRA BUDGET ROLLED TO CRA	1290
04/17/23	111-3230-559.39-00	(9,692)	TIF REVENUE REDUCED RESO # 2023-241	2794
06/19/23	111-3230-559.40-00	(702)	INC INSR COST &ACR PAYOUT 2023-369	4773
	111-3230-559.42-00	(35)		
	111-3230-559.45-00	278		
	111-3230-559.12-12	459		
15 Budget Amendments/Transfers			Division 3230 Total	$3,243
15 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$3,243**
3520 - PARKS & BEAUTIFICATION				
02/28/23	120-3520-572.31-11	15,000	FND ARBOR DAY TREE PURCH RESO # 2023-017	2033
1 Budget Amendments/Transfers			Division 3520 Total	$15,000
1 Total Budget Amendments/Transfers			**ARBOR MITIGATION FUND**	**$15,000**
1203 - INFORMATION TECHNOLOGY				
11/29/22	130-1203-516.64-15	121,000	FIBER OPTIC RING CAPITAL PROJ BUDGET ROLL	722
	130-1203-516.64-15	283,265	IT SERVER UPGRADE CAPITAL PROJ BUDGET ROLL	722
02/14/23	130-1203-516.64-15	(34,807)	FUND FIBER RING RESO #2023-013	1855
	130-1203-516.63-00	34,807		
	130-1203-516.64-15	(121,000)	FUND FIBER RING IN INFRAS RESO #2023-013	1855
	130-1203-516.63-00	121,000		
	130-1203-516.64-15	(43,813)	FUND SERVER HOST RESO #2023-013	1855
	130-1203-516.64-15	43,813		
03/14/23	130-1203-516.64-15	121,000	ASSIGN PROJECT BUDGET RESO # 2023-027	2262
	130-1203-516.64-15	283,265		
	130-1203-516.64-15	(283,265)	REVERSE SLFRF FB ENTRY RESO # 2023-027	2262
	130-1203-516.64-15	(121,000)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/23/23	130-1203-516.64-15	1	SLFRF REVENUE ROUNDING AD RESO # 2023-044		3404
07/11/23	130-1203-516.64-15	31,825	CRITICAL IT INFST 2023-072		3998
08/08/23	130-1203-516.63-00	(18,277)	CRITICAL IT INFST 2023-085		4417
	130-1203-516.64-15	53,277			
08/31/23	130-1203-516.64-15	(18,450)	CORRECT PROJ. NUM. AUGUST CLEANUP		4868
	130-1203-516.64-15	18,450			
11	Budget Amendments/Transfers		Division 1203 Total	$471,091	
1600 - GENERAL OPERATIONS					
11/29/22	130-1600-513.56-15	40,000	DIGITIZE RECORDS CAPITAL PROJ BUDGET ROLL		722
	130-1600-513.56-15	90,000	LAPTOPS CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-1600-513.56-15	40,000	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-1600-513.56-15	90,000			
	130-1600-513.56-15	(90,000)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-1600-513.56-15	(40,000)			
07/11/23	130-1600-513.56-15	(31,825)	CRITICAL IT INFST 2023-072		3998
08/08/23	130-1600-513.56-15	(35,000)	CRITICAL IT INFST 2023-085		4417
08/11/23	130-1600-513.39-00	(94,127)	ARPA TRUE-UP CORR BAF 22-031-A		4564
	130-1600-513.39-00	94,127			
	130-1600-513.39-00	(98,253)	ARPA TRUE-UP CORR BAF 22-092-A		4564
	130-1600-513.39-00	98,253			
	130-1600-513.39-00	3	ARPA TRUE-UP CORR PROJ ROLL 23-054-A		4564
9	Budget Amendments/Transfers		Division 1600 Total	$63,178	
2100 - POLICE ADMIN/OPERATIONS					
11/29/22	130-2100-521.64-00	84,155	PO # 79763-Alan Jay Chevr PO BUDGET ROLL		733
	130-2100-521.64-00	4,224	POLICE VEHICLES STRIPING CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-2100-521.64-00	4,224	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-2100-521.64-00	84,155			
	130-2100-521.64-00	(84,155)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-2100-521.64-00	(4,224)			
08/22/23	130-2100-521.64-00	456,008	8-2023 FORD EXPLORERS 2023-092		4617
5	Budget Amendments/Transfers		Division 2100 Total	$544,387	
2201 - FIRE OPERATIONS					
11/29/22	130-2201-522.64-00	246,184	FIRE TRAINING TRAILER CAPITAL PROJ BUDGET ROLL		722
	130-2201-522.64-00	634,500	PO # 78900-Sutphen Corp PO BUDGET ROLL		733
	130-2201-522.64-00	98,253	PO # 79721-Stryker Medica PO BUDGET ROLL		733
03/14/23	130-2201-522.64-00	98,253	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-2201-522.64-00	246,184			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/14/23	130-2201-522.64-00	634,500	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-2201-522.64-00	(634,500)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
	130-2201-522.64-00	(246,184)			
	130-2201-522.64-00	(98,253)			
08/24/23	130-2201-522.64-00	62,705	FND FIRE BUSH TRUCK		4867
6	Budget Amendments/Transfers		Division 2201 Total	$1,041,642	
3230 - CRA ADMIN/OPERATIONS					
11/29/22	130-3230-559.83-03	50,000	SUMMER CAMP CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-3230-559.83-03	50,000	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-3230-559.83-03	(50,000)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
3	Budget Amendments/Transfers		Division 3230 Total	$50,000	
3510 - STREET MANAGEMENT					
08/24/23	130-3510-541.64-00	73,018	FND PW TRUCK		4867
1	Budget Amendments/Transfers		Division 3510 Total	$73,018	
3520 - PARKS & BEAUTIFICATION					
08/24/23	130-3520-572.64-00	55,925	FND PW VAN		4867
1	Budget Amendments/Transfers		Division 3520 Total	$55,925	
3560 - FACILITY MANAGEMENT					
08/24/23	130-3560-519.64-00	83,980	FND PD COND. UNIT		4867
1	Budget Amendments/Transfers		Division 3560 Total	$83,980	
3570 - STORMWATER UTILITY					
11/29/22	130-3570-538.64-00	172,532	PO # 79816-Nextran of Orl PO BUDGET ROLL		733
03/14/23	130-3570-538.64-00	172,532	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-3570-538.64-00	(172,532)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
3	Budget Amendments/Transfers		Division 3570 Total	$172,532	
3580 - CAPITAL PROJECTS MNGMT					
11/29/22	130-3580-572.63-00	731,636	PARKS COST OVERRUN CAPITAL PROJ BUDGET ROLL		722
03/14/23	130-3580-572.63-00	731,639	ASSIGN PROJECT BUDGET RESO # 2023-027		2262
	130-3580-572.63-00	(731,636)	REVERSE SLFRF FB ENTRY RESO # 2023-027		2262
08/11/23	130-3580-572.63-00	(3)	ARPA TRUE-UP CORR PROJ ROLL 23-054-A		4564
08/22/23	130-3580-572.63-00	(456,008)	8-2023 FORD EXPLORERS 2023-092		4617
08/24/23	130-3580-572.63-00	(275,628)	REALL SLFRF PARK OVERRUNS		4867
6	Budget Amendments/Transfers		Division 3580 Total	$0	
46	Total Budget Amendments/Transfers		**AMERICAN RESCUE PLAN FUND**	**$2,555,753**	
2100 - POLICE ADMIN/OPERATIONS					
01/10/23	142-2100-521.55-00	4,000	FND SECOND DOLLAR TRAININ RESO # 2023-007		1360

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/10/23	142-2100-521.40-00	6,000	FND SECOND DOLLAR TRAININ RESO # 2023-007		1360
1	Budget Amendments/Transfers		Division 2100 Total	$10,000	
	1 Total Budget Amendments/Transfers		**POLICE SPECIAL EDUCATION**	**$10,000**	
1600 - GENERAL OPERATIONS					
01/10/23	201-1600-517.71-03	(135,000)	FND FINAL PR & INT 2014S RESO # 2023-002		1362
	201-1600-517.72-03	(1,283)			
	201-1600-517.72-04	1,283			
	201-1600-517.72-04	4,000			
	201-1600-517.71-04	90,000			
	201-1600-517.71-04	135,000			
1	Budget Amendments/Transfers		Division 1600 Total	$94,000	
	1 Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$94,000**	
3570 - STORMWATER UTILITY					
11/29/22	303-3570-538.63-08	1,302,865	FEMA - FISKE & BROADMOOR CAPITAL PROJ BUDGET ROLL		722
	303-3570-538.63-01	2,319,585			
	303-3570-538.63-08	197,136	PO # 79493-Tierra PO BUDGET ROLL		733
03/14/23	303-3570-538.63-08	1,302,865	CAPITAL PROJ BUDGET RESO # 2023-027		2262
	303-3570-538.63-01	2,319,585			
	303-3570-538.63-08	197,135	PO # 79493-TIERRA RESO # 2023-027		2262
	303-3570-538.63-01	(2,319,585)	REV AFB CAPITAL ROLL RESO # 2023-027		2262
	303-3570-538.63-08	(1,302,865)			
	303-3570-538.63-08	(197,136)	REV PO #79493 RESO # 2023-027		2262
08/08/23	303-3570-538.63-01	2,057,024	Add'l Fiske Blvd Grant 2023-086		4418
	303-3570-538.63-08	(840,437)	Fiske Blvd Grant 2023-086		4418
	303-3570-581.91-01	840,437			
8	Budget Amendments/Transfers		Division 3570 Total	$5,876,609	
	8 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$5,876,609**	
1506 - INVENTORY					
11/01/22	421-1506-536.64-00	(8,000)	ASSIGN PROJECT BUDGET		562
	421-1506-536.64-00	8,000	ASSIGN PROJECT BUDGET LARGE WAREHOUSE FAN		562
05/31/23	421-1506-536.12-00	(50)	OVERTIME MAY CLEANUP		3586
	421-1506-536.14-00	50			
	421-1506-536.46-00	(1,892)	WAREHOUSE FAN MAY CLEANUP		3586
	421-1506-536.64-00	1,892			
06/27/23	421-1506-536.12-00	(2,256)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	421-1506-536.12-12	2,256			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	421-1506-536.12-00	(120)	SHOE ALLOWANCE JULY CLEANUP		4334
	421-1506-536.20-00	120			
6	Budget Amendments/Transfers			Division 1506 Total $0	
1515 - UTILITY SUPPORT SERVICES					
11/01/22	421-1515-536.64-00	(106,480)	ASSIGN PROJECT BUDGET		562
	421-1515-536.64-00	106,480	ASSIGN PROJECT BUDGET 4 VEHICLE REPLACEMENTS		562
11/29/22	421-1515-536.55-00	1,704	PO # 78965-Ferguson Enter PO BUDGET ROLL		733
	421-1515-536.56-15	51,803			
	421-1515-536.64-00	23,229	PO # 79233-Alan Jay Chevr PO BUDGET ROLL		733
	421-1515-536.64-00	10,223	PO # 79793-Doug Wilson En PO BUDGET ROLL		733
	421-1515-536.34-00	5,460	PO # 79893-Superion LLC PO BUDGET ROLL		733
	421-1515-536.64-00	24,182	TOTAL LOSS CAPITAL ASSET CAPITAL PROJ BUDGET ROLL		722
03/14/23	421-1515-536.34-00	(3,014)	FND 3 MAVERICK TRUCKS FEBRUARY CLEANUP		2234
	421-1515-536.52-00	(3,000)			
	421-1515-536.56-15	(2,748)			
	421-1515-536.40-00	(2,000)			
	421-1515-536.55-00	(600)			
	421-1515-536.64-00	11,362			
	421-1515-536.64-00	(24,182)	UPDATE PROJECT NUMBER RESO # 2023-022		2258
	421-1515-536.64-00	24,182			
06/27/23	421-1515-536.12-00	(3,447)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	421-1515-536.12-12	3,447			
07/31/23	421-1515-536.12-00	(28)	ACCRUAL PAYOUTS JULY CLEANUP		4334
	421-1515-536.12-12	28			
	421-1515-536.56-15	(9,800)	NEPTUNE CONF/VEH REPAIRS JULY CLEANUP		4334
	421-1515-536.55-00	800	NEPTUNE CONFERENCE JULY CLEANUP		4334
	421-1515-536.40-00	1,000			
	421-1515-536.46-03	8,000	VEHICLE REPAIRS JULY CLEANUP		4334
14	Budget Amendments/Transfers			Division 1515 Total $116,601	
4010 - WATER ADMINISTRATION					
10/11/22	421-4010-536.39-00	(50,914)	ADDTL PERMIT RENEWAL RESO # 2022-101		110
	421-4010-536.39-00	(429,872)	ER-RAW WTR PIPES @ WEWA RESO # 2022-108		113
10/25/22	421-4010-536.39-00	(66,004)	EM REPAIRS @ WELL FIELD RESO # 2022-118		270
11/01/22	421-4010-536.34-00	(3,798)	FND ICE MAKER FOR LAB OCTOBER CLEANUP		560
	421-4010-536.52-00	3,798			
11/29/22	421-4010-536.56-15	3,000,000	ERP CAPITAL PROJ BUDGET ROLL		722
	421-4010-536.31-00	4,098	PO # 77360-De La Parte PO BUDGET ROLL		733

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4010-536.31-00	27,006	PO # 77494-Kirwin Norris PO BUDGET ROLL	733
	421-4010-536.31-00	35,200	PO # 77972-WRA PO BUDGET ROLL	733
	421-4010-536.31-00	9,580	PO # 78058-WRA PO BUDGET ROLL	733
	421-4010-536.31-00	31,400	PO # 78120-De La Parte PO BUDGET ROLL	733
	421-4010-536.31-00	15,270	PO # 78424-Stantec PO BUDGET ROLL	733
	421-4010-536.34-00	19,744	PO # 78638-Pace analytica PO BUDGET ROLL	733
	421-4010-536.49-09	120	PO # 78779-Brevard County PO BUDGET ROLL	733
	421-4010-536.56-15	2,622	PO # 78850-Samsara PO BUDGET ROLL	733
	421-4010-536.52-00	555	PO # 78857-Environemntal PO BUDGET ROLL	733
	421-4010-536.49-00	1,440	PO # 79511-Superion LLC PO BUDGET ROLL	733
	421-4010-536.31-00	1,402	PO # 79828-Integrity Publ PO BUDGET ROLL	733
12/13/22	421-4010-581.91-24	239,967	CHLORINE TANK REPLACE RESO # 2022-132	938
12/21/22	421-4010-536.31-00	(1,000)	FUND LAB MATERIALS NOVEMBER CLEANUP	1063
	421-4010-536.52-00	1,000		
01/10/23	421-4010-581.91-25	3,829	15 DAY INT 2020S FY23 RESO # 2023-001	1357
01/19/23	421-4010-581.91-25	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ	1457
02/14/23	421-4010-581.91-24	37,998	IFT FROM 421 TO 424 RESO # 2023-011	1854
04/25/23	421-4010-581.91-24	2,829,818	MERGE IRP PROJECTS RESO # 2023-037	2885
05/02/23	421-4010-536.31-00	(3,000)	FND CLERK OF COURT FEES APRIL CLEANUP	2962
	421-4010-536.49-09	3,000		
05/26/23	421-4010-581.91-24	525,000	FND BNR PROJ BARDENPHO TK RESO # 2023-053	3305
05/31/23	421-4010-536.31-00	(7,500)	CITIZENSERVE SOFTWARE MAY CLEANUP	3586
	421-4010-536.56-15	7,500		
06/27/23	421-4010-536.31-01	(6,000)	NEGATIVE BALANCE JUNE CLEANUP	3865
	421-4010-536.31-01	(400)		
	421-4010-536.47-00	400		
	421-4010-536.52-00	6,000		
07/11/23	421-4010-536.39-00	(54,550)	FLEET SOFTWARE 2023-074	4004
	421-4010-581.91-01	54,550		4209
07/31/23	421-4010-536.55-00	(1,050)	LAB SUPPLIES JULY CLEANUP	4334
	421-4010-536.52-00	1,050		
08/08/23	421-4010-536.39-00	(383,914)	Add'l Fiske Blvd Grant 2023-086	4418
	421-4010-581.91-24	383,914		
	421-4010-581.91-01	7,818	Fleet Vehicle Wash System 2023-084	4416
32 Budget Amendments/Transfers			Division 4010 Total $6,248,039	
4011 - EMERGENCY/DISASTER SVS				
10/11/22	421-4011-525.46-00	429,872	ER-RAW WTR PIPES @ WEWA RESO # 2022-108	113

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/25/22	421-4011-525.46-00	66,004	EM REPAIRS @ WELL FIELD RESO # 2022-118		270
04/25/23	421-4011-525.23-00	89	FND EMERG DIS HURRICANES RESO # 2023-041		2890
	421-4011-525.42-00	375			
	421-4011-525.24-00	1,167			
	421-4011-525.21-00	3,540			
	421-4011-525.22-00	5,551			
	421-4011-525.49-00	8,150			
	421-4011-525.49-00	8,400			
	421-4011-525.46-00	15,293			
	421-4011-525.12-00	42,163			
3	Budget Amendments/Transfers		Division 4011 Total	$580,604	
4020 - DYAL PLANT					
11/01/22	421-4020-536.52-09	(4,946,149)	ASSIGN PROJECT BUDGET		562
	421-4020-536.64-00	(326,755)			
	421-4020-536.64-15	(50,000)			
	421-4020-536.64-00	98,186	ASSIGN PROJECT BUDGET	3 DUST COLLECTOR REPLACE	562
	421-4020-536.52-09	188,455	ASSIGN PROJECT BUDGET	AMMONIUM SULFATE	562
	421-4020-536.52-09	15,315	ASSIGN PROJECT BUDGET	AMMONIUM SULFATE BOOSTER	562
	421-4020-536.52-09	302,078	ASSIGN PROJECT BUDGET	CALFLO	562
	421-4020-536.52-09	292,234	ASSIGN PROJECT BUDGET	CARBON DIOXIDE	562
	421-4020-536.52-09	447,000	ASSIGN PROJECT BUDGET	FERRIC SULFATE	562
	421-4020-536.52-09	15,000	ASSIGN PROJECT BUDGET	GRANULAR CHLORINE	562
	421-4020-536.52-09	32,496	ASSIGN PROJECT BUDGET	HYDROFLUSILICIC ACID	562
	421-4020-536.52-09	82,000	ASSIGN PROJECT BUDGET	LIQUID OXYGEN	562
	421-4020-536.52-09	49,000	ASSIGN PROJECT BUDGET	LT27 SLUDGE POLYMER	562
	421-4020-536.52-09	1,872,962	ASSIGN PROJECT BUDGET	QUICK LIME PEBBLE	562
	421-4020-536.52-09	20,592	ASSIGN PROJECT BUDGET	SALT	562
	421-4020-536.64-00	83,569	ASSIGN PROJECT BUDGET	SKID STEER LOADER	562
	421-4020-536.52-09	812,866	ASSIGN PROJECT BUDGET	SODA ASH	562
	421-4020-536.52-09	75,600	ASSIGN PROJECT BUDGET	SODIUM HYPOCHLORITE	562
	421-4020-536.52-09	498,225			
	421-4020-536.52-09	30,000	ASSIGN PROJECT BUDGET	SUPER FLOC 1986N	562
	421-4020-536.64-00	50,000	ASSIGN PROJECT BUDGET	TAYLOR CREEK ROOF REPLACE	562
	421-4020-536.64-15	50,000	ASSIGN PROJECT BUDGET	UPS REPLACEMENT	562
	421-4020-536.64-00	95,000	ASSIGN PROJECT BUDGET	WEWAH ROOF REPLACE	562
	421-4020-536.52-09	212,326	ASSIGN PROJECT BUDGET	WISPROFLOC & STARCH	562
11/29/22	421-4020-536.64-00	54,723	ACTUATOR REPLACEMENT	CAPITAL PROJ BUDGET ROLL	722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4020-536.43-00	(433,680)	DUKE GENERATOR LEASE GASB 87 COMPLIANCE	685
	421-4020-536.44-21	433,680		
	421-4020-536.64-00	26,071	FORD ESCAPE FY22 BUDGET CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.63-00	410,000	PLC UPGRADE BELT FILTER CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.34-00	1,900	PO # 77416-Bio-Tech Consu PO BUDGET ROLL	733
	421-4020-536.31-03	15,739	PO # 77434-Jacobs Enginee PO BUDGET ROLL	733
	421-4020-536.52-09	12,508	PO # 78605-Tropichem Ente PO BUDGET ROLL	733
	421-4020-536.31-03	4	PO # 78697-Jacobs Enginee PO BUDGET ROLL	733
	421-4020-536.46-00	51,258	PO # 78729-Connect Consul PO BUDGET ROLL	733
	421-4020-536.46-00	4,740	PO # 78807-Goodson Paving PO BUDGET ROLL	733
	421-4020-536.34-00	60,940	PO # 78827-J&M Materials PO BUDGET ROLL	733
	421-4020-536.41-00	2,900	PO # 78908-Altaworx PO BUDGET ROLL	733
	421-4020-536.46-00	6,096	PO # 79056-Guardian Equip PO BUDGET ROLL	733
	421-4020-536.64-00	45,228	PO # 79066-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.64-00	75,646	PO # 79069-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.64-00	44,176	PO # 79153-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.46-00	27,180	PO # 79219-Sealing Resour PO BUDGET ROLL	733
	421-4020-536.46-00	1,241	PO # 79300-Sealing Resour PO BUDGET ROLL	733
	421-4020-536.34-00	29,003	PO # 79344-Ring Power Cor PO BUDGET ROLL	733
	421-4020-536.46-00	3,861	PO # 79449-Stewarts Elect PO BUDGET ROLL	733
	421-4020-536.64-00	77,048	PO # 79468-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.31-00	23,300	PO # 79506-Xylem Ozone Co PO BUDGET ROLL	733
	421-4020-536.46-00	2,180	PO # 79558-Sealing Recour PO BUDGET ROLL	733
	421-4020-536.46-00	10,900	PO # 79624-Universal Cont PO BUDGET ROLL	733
	421-4020-536.46-00	2,225	PO # 79668-Fluid Control PO BUDGET ROLL	733
	421-4020-536.46-00	12,125	PO # 79690-Hayes Pipe Sup PO BUDGET ROLL	733
	421-4020-536.31-03	7,107	PO # 79774-Jacobs Enginee PO BUDGET ROLL	733
	421-4020-536.31-03	31,577	PO # 79792-Elevated Tank PO BUDGET ROLL	733
	421-4020-536.52-00	5,256	PO # 79822-USA Bluebook PO BUDGET ROLL	733
	421-4020-536.46-00	7,200	PO # 79825-JSR Enterprise PO BUDGET ROLL	733
	421-4020-536.46-00	13,783	PO # 79842-USA Bluebook PO BUDGET ROLL	733
	421-4020-536.64-00	39,311	PO # 79933-Alan Jay Chevr PO BUDGET ROLL	733
	421-4020-536.63-00	144,810	REPLACE DRAINAGE CULVERTS CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.64-15	170,000	SCADA SERVER WTP CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.64-15	5,000	TOUGHBOOK FOR SM FY22 ROL CAPITAL PROJ BUDGET ROLL	722
	421-4020-536.64-00	5,657	VEHICLE PURCHASE CAPITAL PROJ BUDGET ROLL	722
12/13/22	421-4020-536.63-00	(239,967)	CHLORINE TANK REPLACE RESO # 2022-132	938

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/14/23	421-4020-536.63-00	(144,810)	REDUCE CAP ROLL BUDGET RESO # 2023-022	2258
	421-4020-536.64-00	(5,657)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
04/19/23	421-4020-536.46-02	(35,000)	FND RENATALS-LIFT/POND CL MARCH CLEANUP	2796
	421-4020-536.44-00	35,000		
	421-4020-536.64-00	24,593	PRJ TRX - NEW WELDER MARCH CLEANUP	2796
	421-4020-536.64-00	(24,593)	PRJ TRX - SKID STEER LDR MARCH CLEANUP	2796
05/02/23	421-4020-536.34-00	(14,610)	FND REXA ACTUATOR INCR APRIL CLEANUP	2962
	421-4020-536.64-00	14,610		
	421-4020-536.46-02	(2,500)	FND SURVEYOR EXP APRIL CLEANUP	2962
	421-4020-536.31-00	2,500		
05/25/23	421-4020-536.46-00	(97,400)	FND 5 ABB VFD UNITS RESO # 2023-049	3296
	421-4020-536.64-00	97,400		
05/31/23	421-4020-536.46-02	(8,500)	FDEP OPERATING FEE/CDL CE MAY CLEANUP	3586
	421-4020-536.49-00	8,500		
06/27/23	421-4020-536.12-00	(12,879)	ACCRUAL PAYOUTS JUNE CLEANUP	3865
	421-4020-536.12-12	12,879		
	421-4020-536.56-15	(16,000)	VEHICLE REPAIRS JUNE CLEANUP	3865
	421-4020-536.46-03	16,000		
07/14/23	421-4020-536.34-00	(85,520)	JACOBS TO PO#80061 2023-062	3995
	421-4020-536.31-03	85,520		
07/25/23	421-4020-536.52-09	(102,000)	CRITICAL INFST 2023-081	4207
	421-4020-536.46-00	(95,952)		
	421-4020-536.64-15	197,952		
07/31/23	421-4020-536.12-00	(7,661)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4020-536.12-12	7,661		
	421-4020-536.34-00	(60,390)	DUKE ENERGY RATE INCREASE JULY CLEANUP	4334
	421-4020-536.43-00	60,390		
	421-4020-536.53-00	(1,000)	JANITORIAL SUPPLIES JULY CLEANUP	4334
	421-4020-536.52-07	1,000		
	421-4020-536.12-00	(5,281)	SETTLEMENT JULY CLEANUP	4334
	421-4020-536.15-00	5,131		
	421-4020-536.15-00	150	SPECIAL PAY JULY CLEANUP	4334
08/31/23	421-4020-536.12-00	(6,172)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	421-4020-536.12-12	6,172		
	421-4020-536.12-00	(5,131)	SETTLEMENT WAGES AUGUST CLEANUP	4868
	421-4020-536.12-15	5,131		
78	Budget Amendments/Transfers		Division 4020 Total	$1,040,259

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
4025 - WATER FIELD OPERATIONS				
11/01/22	421-4025-536.64-00	(160,615)	ASSIGN PROJECT BUDGET	562
	421-4025-536.64-00	91,200	ASSIGN PROJECT BUDGET F450 DUMP TRUCK REPLACE	562
	421-4025-536.64-00	69,415	ASSIGN PROJECT BUDGET WFO AC REPLACEMENT	562
11/29/22	421-4025-536.64-00	61,918	2 TRAILER REPLACEMENTS CAPITAL PROJ BUDGET ROLL	722
	421-4025-536.46-00	1,260	PO # 78980-Core & Main LP PO BUDGET ROLL	733
	421-4025-536.31-03	(2,126)	PO # 79012-Jacobs Enginee PO BUDGET ROLL	733
	421-4025-536.31-03	21,429		
	421-4025-536.46-00	77,040	PO # 79041-Ace Flow Contr PO BUDGET ROLL	733
	421-4025-536.64-00	52,646	PO # 79091-Alan Jay Chevr PO BUDGET ROLL	733
	421-4025-536.64-00	53,529	PO # 79251-Alan Jay Chevr PO BUDGET ROLL	733
	421-4025-536.46-00	77,872	PO # 79412-Goodson Paving PO BUDGET ROLL	733
	421-4025-536.64-00	42,366	PO # 79434-Alta Construct PO BUDGET ROLL	733
	421-4025-536.46-00	28,925	PO # 79575-Goodson Paving PO BUDGET ROLL	733
	421-4025-536.46-00	26,471	PO # 79638-Ferguson Enter PO BUDGET ROLL	733
	421-4025-536.46-00	26,287	PO # 79701-Ferguson Enter PO BUDGET ROLL	733
	421-4025-536.46-00	9,540	PO # 79926-Ferguson Enter PO BUDGET ROLL	733
03/14/23	421-4025-536.46-00	(10,000)	FND CDL COST INCR FEBRUARY CLEANUP	2234
	421-4025-536.49-00	10,000		
07/31/23	421-4025-536.12-00	(9,340)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4025-536.12-12	9,340		
08/08/23	421-4025-536.52-30	(7,818)	Fleet Vehicle Wash System 2023-084	4416
08/31/23	421-4025-536.14-00	44,611	ADD. FNDS OVERTIME AUGUST CLEANUP	4868
	421-4025-536.31-03	(6,000)	BACKFLOW TESTER TRAINING AUGUST CLEANUP	4868
	421-4025-536.55-00	6,000		
	421-4025-536.12-00	(44,611)	DROP ACCRUAL PAYOUTS AUGUST CLEANUP	4868
	421-4025-536.12-00	(384)		
	421-4025-536.12-12	384		
21 Budget Amendments/Transfers			Division 4025 Total $469,339	
4055 - ENGINEERING				
10/11/22	421-4055-536.31-03	50,914	ADDTL PERMIT RENEWAL RESO # 2022-101	110
11/01/22	421-4055-536.63-00	(1,554,000)	ASSIGN PROJECT BUDGET	562
	421-4055-536.63-00	1,554,000	ASSIGN PROJECT BUDGET LAKES @ COCOA GROVE UT RP	562
11/29/22	421-4055-536.63-00	83,490	CAPE CANAVERAL LINE REPL CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	1,505,688	COCOA GROVE UT EXT CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	372,815	ES1 WIDENING FDOT PINE-CI CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	23,310	FORCE MAIN RELOCATION CAPITAL PROJ BUDGET ROLL	722

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	421-4055-536.63-00	200,000	GRAVITY THICKENERS CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	210,573	INDUSTRIAL PK PUMP STATIO CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	59,647	OZONE IMPROVEMENTS CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	194,571	PINEDA SUBAQUAEOUS PIPE CAPITAL PROJ BUDGET ROLL	722
	421-4055-536.63-00	420,316	PO # 71924-Brandes Design PO BUDGET ROLL	733
	421-4055-536.63-00	153,504	PO # 77555-Danus Utilitie PO BUDGET ROLL	733
	421-4055-536.63-00	3,412	PO # 78265-Carollo Engine PO BUDGET ROLL	733
	421-4055-536.63-00	12,780	PO # 78455-DRMP PO BUDGET ROLL	733
	421-4055-536.31-03	25	PO # 78602-Carollo Engine PO BUDGET ROLL	733
	421-4055-536.63-00	2,017	PO # 78688-Jacobs Enginee PO BUDGET ROLL	733
	421-4055-536.31-03	38,745	PO # 78728-Jacobs Enginee PO BUDGET ROLL	733
	421-4055-536.63-00	2,017	VIERA PUMP STATION CAPITAL PROJ BUDGET ROLL	722
03/14/23	421-4055-536.63-00	(2,017)	PO ROLL CORR 78688 RESO # 2023-022	2258
	421-4055-536.63-00	(1,505,688)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
	421-4055-536.63-00	(372,815)		
	421-4055-536.63-00	(83,490)		
	421-4055-536.63-00	(2,017)		
	421-4055-536.63-00	1,508,190		
07/11/23	421-4055-536.63-00	220,276	TRUE UP SERIES 2018B BOND 2023-071	4007
07/31/23	421-4055-536.12-12	11,913	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4055-536.12-00	(11,963)	ACCRUAL PAYOUTS & OT JULY CLEANUP	4334
	421-4055-536.14-00	50	OVERTIME JULY CLEANUP	4334
08/31/23	421-4055-536.12-00	(398)	ADD. FNDS OVERTIME AUGUST CLEANUP	4868
	421-4055-536.14-00	398		
	421-4055-536.55-00	(4,700)	CITIZENSERVE PERM PORTAL AUGUST CLEANUP	4868
	421-4055-536.56-15	4,700		
	421-4055-536.31-03	(10,050)	JACOBS PROJ. MANAGEMENT AUGUST CLEANUP	4868
	421-4055-536.31-03	10,050		
28	Budget Amendments/Transfers		Division 4055 Total	$3,096,263
4120 - SELLERS PLANT				
11/01/22	421-4120-536.64-00	(179,524)	ASSIGN PROJECT BUDGET	562
	421-4120-536.52-09	(142,755)		
	421-4120-536.62-00	(73,490)		
	421-4120-536.64-15	(10,000)		
	421-4120-536.64-00	5,834	ASSIGN PROJECT BUDGET ANALYTICAL BALANCE SCALE	562
	421-4120-536.64-15	10,000	ASSIGN PROJECT BUDGET ELECTRICIANS TOUGHBOOKS	562
	421-4120-536.62-00	73,490	ASSIGN PROJECT BUDGET MCC 7 & 8 ROOF REPLACE	562

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/01/22	421-4120-536.64-00	163,225	ASSIGN PROJECT BUDGET OTTAWA & F150 TRUCK	562
	421-4120-536.52-09	25,461	ASSIGN PROJECT BUDGET POLYMER	562
	421-4120-536.64-00	10,465	ASSIGN PROJECT BUDGET REUSE PUMP #4	562
	421-4120-536.52-09	16,974	ASSIGN PROJECT BUDGET SODIUM BISULFITE	562
	421-4120-536.52-09	100,320	ASSIGN PROJECT BUDGET SODIUM HYPOCHLORITE	562
11/29/22	421-4120-536.63-00	525,001	BNR EFFICIENCY IMPROV CAPITAL PROJ BUDGET ROLL	722
	421-4120-536.63-00	45,243	PO # 71959-Brandes Design PO BUDGET ROLL	733
	421-4120-536.31-03	6,974	PO # 77551-Carollo PO BUDGET ROLL	733
	421-4120-536.52-09	18,456	PO # 78562-Allied Univers PO BUDGET ROLL	733
	421-4120-536.56-15	109	PO # 78606-Carollo Engine PO BUDGET ROLL	733
	421-4120-536.31-03	21,410		
	421-4120-536.64-00	44,440	PO # 79136-Alan Jay Chevr PO BUDGET ROLL	733
	421-4120-536.31-03	154,830	PO # 79234-Carollo SCADA PO BUDGET ROLL	733
	421-4120-536.46-00	18,849	PO # 79253-Barney's Pumps PO BUDGET ROLL	733
	421-4120-536.46-00	1,495	PO # 79664-Instrument Spe PO BUDGET ROLL	733
	421-4120-536.52-00	1,875	PO # 79866-Rexell USA PO BUDGET ROLL	733
	421-4120-536.46-00	4,047	PO # 79870-Dittmer A/C PO BUDGET ROLL	733
	421-4120-536.44-00	220	PO # 79906-United Rental PO BUDGET ROLL	733
	421-4120-536.44-00	12,031	PO # 79916-Sims crane & E PO BUDGET ROLL	733
	421-4120-536.63-00	2,829,819	SELLERS FLOW IMPROVEMENT CAPITAL PROJ BUDGET ROLL	722
12/21/22	421-4120-536.62-00	(35,000)	MCC ROOF REP TO R&M NOVEMBER CLEANUP	1063
	421-4120-536.46-02	35,000		
01/19/23	421-4120-536.46-00	(28,000)	FND CRANE RENTAL DECEMBER CLEANUP	1462
	421-4120-536.44-00	28,000		
03/14/23	421-4120-536.31-03	(154,830)	ACCT CORRECTION RESO # 2023-022	2258
04/11/23	421-4120-536.46-00	61,890	INSURANCE CLAIM BUDGET RESO # 2023-033	2680
04/25/23	421-4120-536.63-00	(2,829,818)	MERGE IRP PROJECTS RESO # 2023-037	2885
05/26/23	421-4120-536.63-00	(525,000)	FND BNR PROJ BARDENPHO TK RESO # 2023-053	3305
06/27/23	421-4120-536.46-00	(20,000)	HVAC SELLERS ADMIN JUNE CLEANUP	3865
	421-4120-536.64-00	20,000		
	421-4120-536.64-15	(10,000)	YARD DOG VEHICLE SHRTFLL JUNE CLEANUP	3865
	421-4120-536.34-00	(8,000)		
	421-4120-536.64-00	18,000		
07/31/23	421-4120-536.12-00	(12,563)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4120-536.12-12	12,563		
	421-4120-536.55-00	(18,000)	R&M / OPERATING SHORTFALL JULY CLEANUP	4334
	421-4120-536.44-00	(16,000)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
07/31/23	421-4120-536.46-02	(15,000)	R&M / OPERATING SHORTFALL JULY CLEANUP	4334
	421-4120-536.56-15	(10,000)		
	421-4120-536.41-00	1,000		
	421-4120-536.46-00	27,000		
	421-4120-536.52-00	31,000		
08/31/23	421-4120-536.14-00	39,229	ADD. FND. OVERTIME AUGUST CLEANUP	4868
	421-4120-536.12-00	(39,229)	ADD. FNDS OVERTIME AUGUST CLEANUP	4868
35	Budget Amendments/Transfers		Division 4120 Total	$237,041
4125 - SEWER FIELD OPERATIONS				
11/01/22	421-4125-536.64-15	(130,000)	ASSIGN PROJECT BUDGET	562
	421-4125-536.64-00	(69,546)		
	421-4125-536.64-15	130,000	ASSIGN PROJECT BUDGET 10 SCADA PANEL UPGRADES	562
	421-4125-536.64-00	42,296	ASSIGN PROJECT BUDGET NEW FORD F150	562
	421-4125-536.64-00	27,250	ASSIGN PROJECT BUDGET SL RAT STANDARD PACKAGE	562
11/29/22	421-4125-536.64-00	477,136	JETVAC FY22 ROLL CAPITAL PROJ BUDGET ROLL	722
	421-4125-536.46-00	901	PO # 79173-Current Electr PO BUDGET ROLL	733
	421-4125-536.31-03	310	PO # 79411-Carollo Engine PO BUDGET ROLL	733
	421-4125-536.64-15	125,206	PO # 79702-Lord & Company PO BUDGET ROLL	733
	421-4125-536.46-00	26,862	PO # 79936-Barney's Pump PO BUDGET ROLL	733
	421-4125-536.64-15	13,398	SCADA PANEL UPGRADES CAPITAL PROJ BUDGET ROLL	722
02/14/23	421-4125-536.46-00	(37,998)	FUND IFT TO 424 RESO # 2023-011	1854
03/14/23	421-4125-536.64-00	(477,136)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
	421-4125-536.64-15	(13,398)		
	421-4125-536.64-00	474,521		
04/19/23	421-4125-536.53-00	(3,232)	FND REPLACEMENT LAPTOP MARCH CLEANUP	2796
	421-4125-536.56-15	3,232		
05/02/23	421-4125-536.46-00	(4,800)	FND CDL TEST INCR APRIL CLEANUP	2962
	421-4125-536.49-00	4,800		
07/31/23	421-4125-536.12-00	(19,208)	ACCRUAL PAYOUTS JULY CLEANUP	4334
	421-4125-536.12-12	19,208		
	421-4125-536.53-00	(1,219)	APPRENTICESHIP TRAINING JULY CLEANUP	4334
	421-4125-536.55-00	1,219		
	421-4125-536.12-00	(24,168)	OTHER SALARIES JULY CLEANUP	4334
	421-4125-536.13-00	24,168		
	421-4125-536.13-00	34,000		
	421-4125-536.14-00	34,000	OVERTIME JULY CLEANUP	4334
	421-4125-536.12-00	(68,000)	OVERTIME & OTHER SALARIES JULY CLEANUP	4334

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/31/23	421-4125-536.40-00	(200)	UPS TO REDZONE ROBOTICS JULY CLEANUP		4334
	421-4125-536.42-00	200			
20 Budget Amendments/Transfers			Division 4125 Total	$589,802	
237 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$12,377,948**	
4010 - WATER ADMINISTRATION					
12/21/22	422-4010-581.91-25	(1,963)	FND REDUCED INT PYMT 2018 BUDGETED TO MANY PYMNTS		1064
07/11/23	422-4010-536.49-23	24,000	SEWER IMPACT FEE REIM 2023-070		3939
2 Budget Amendments/Transfers			Division 4010 Total	$22,037	
2 Total Budget Amendments/Transfers			**WATER/SEWER IMPACT FEE**	**$22,037**	
3570 - STORMWATER UTILITY					
11/01/22	423-3570-538.63-00	(270,000)	ASSIGN PROJECT BUDGET		562
	423-3570-538.64-00	(60,600)			
	423-3570-538.63-00	160,000	ASSIGN PROJECT BUDGET ANNUAL CIPP LINING		562
	423-3570-538.63-00	50,000	ASSIGN PROJECT BUDGET FLOATING WETLANDS SW POND		562
	423-3570-538.64-00	18,000	ASSIGN PROJECT BUDGET INSPECTION CAMERA CLEANIN		562
	423-3570-538.64-00	42,600	ASSIGN PROJECT BUDGET MOUNTED PUMP THOMP TRLR		562
	423-3570-538.63-00	60,000	ASSIGN PROJECT BUDGET RIVERFRONT BAFFLE BOX		562
11/29/22	423-3570-538.63-00	50,928	AURORA ST DITCH PIPING CAPITAL PROJ BUDGET ROLL		722
	423-3570-538.63-00	30,682	BRACCO POND STORMWATER CAPITAL PROJ BUDGET ROLL		722
	423-3570-538.63-00	144,094	EMMA JEWEL CRA DRAIN IMPR CAPITAL PROJ BUDGET ROLL		722
	423-3570-538.64-00	25,651	FORD RANGER FULL COST CAPITAL PROJ BUDGET ROLL		722
	423-3570-538.63-00	17,087	PO # 76945-Infrastucture PO BUDGET ROLL		733
	423-3570-538.63-00	500	PO # 78295-Mead & Hunt PO BUDGET ROLL		733
	423-3570-538.31-00	1,163	PO # 78930-Brev Cty BD of PO BUDGET ROLL		733
	423-3570-538.63-00	18	PO # 78964-Inliner Soluti PO BUDGET ROLL		733
	423-3570-538.46-03	1,467	PO # 79174-Southern Sewer PO BUDGET ROLL		733
	423-3570-538.31-00	26,074	PO # 79571-Mead & Hunt PO BUDGET ROLL		733
	423-3570-538.34-00	5,971	PO # 79622-Future Horizon PO BUDGET ROLL		733
	423-3570-538.63-00	26,018	PO # 79864-Inliner Soluti PO BUDGET ROLL		733
	423-3570-538.46-00	10,650	PO # 79903-Core & Main LP PO BUDGET ROLL		733
	423-3570-538.64-00	11,738	PO # 79910-Avanti Company PO BUDGET ROLL		733
	423-3570-538.63-00	120,406	ROADWAY ELEVATION CAPITAL PROJ BUDGET ROLL		722
12/21/22	423-3570-538.46-00	(488)	THOMPSON TRLR PUMP INC NOVEMBER CLEANUP		1063
	423-3570-538.64-00	488			
01/10/23	423-3570-538.46-00	(15,248)	FND OUTFALL PIPE IRD/CARM RESO # 2023-006		1361
	423-3570-538.63-00	15,248			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/14/23	423-3570-538.63-00	(17,087)	PO ROLL CORR 76945 RESO # 2023-022		2258
	423-3570-538.63-00	(500)	PO ROLL CORR 78295 RESO # 2023-022		2258
	423-3570-538.63-00	(18)	PO ROLL CORR 78964 RESO # 2023-022		2258
	423-3570-538.63-00	(26,018)	PO ROLL CORR 79864 RESO # 2023-022		2258
	423-3570-538.64-00	(18,000)	PRJ # CHNG FOR SUPERDROID FEBRUARY CLEANUP		2234
	423-3570-538.64-00	18,000			
04/19/23	423-3570-538.46-00	(2,500)	FND ADDTL SAMSARA MARCH CLEANUP		2796
	423-3570-538.56-15	2,500			
	423-3570-538.31-00	(13,250)	FND MNT FLOATING WETLAND MARCH CLEANUP		2796
	423-3570-538.34-00	13,250			
06/27/23	423-3570-538.12-00	(369)	ACCRUAL PAYOUTS JUNE CLEANUP		3865
	423-3570-538.12-12	369			
	423-3570-538.64-00	(20,065)	NEGATIVE BALANCE JUNE CLEANUP		3865
	423-3570-538.49-00	2,896			
	423-3570-538.46-00	17,169			
07/11/23	423-3570-538.39-00	(3,164)	FLEET SOFTWARE 2023-074		4004
	423-3570-581.91-01	3,164			4209
	423-3570-538.63-36	768,000	N Fiske SW Pond Floating FloratingWetland 2023-075		4005
	423-3570-538.63-35	120,000	US1/Forrest SW Facility FloratingWetland 2023-075		4005
07/31/23	423-3570-538.52-00	(4,787)	DRAINAGE PIPE REPLACEMENT JULY CLEANUP		4334
	423-3570-538.46-00	4,787			
08/08/23	423-3570-538.52-00	(446)	Fleet Vehicle Wash System 2023-084		4416
	423-3570-581.91-01	446			
08/31/23	423-3570-538.12-00	(75)	STORMWATER CELL PHONE AUGUST CLEANUP		4868
	423-3570-538.15-00	75			
39	Budget Amendments/Transfers		Division 3570 Total	$1,316,824	
	39 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$1,316,824**	
4010 - WATER ADMINISTRATION					
11/29/22	424-4010-536.63-68	50,510	PO # 78969-Atlantic devel PO BUDGET ROLL		733
03/14/23	424-4010-536.63-68	(50,510)	PO ROLL CORR 78969 RESO # 2023-022		2258
2	Budget Amendments/Transfers		Division 4010 Total	$0	
4020 - DYAL PLANT					
11/01/22	424-4020-536.63-00	(2,305,000)	ASSIGN PROJECT BUDGET		562
	424-4020-536.63-00	260,000	ASSIGN PROJECT BUDGET CALFLO POLYMER TANK		562
	424-4020-536.63-00	295,000	ASSIGN PROJECT BUDGET GRNDWTR FILTER 3 REHAB		562
	424-4020-536.63-00	250,000	ASSIGN PROJECT BUDGET RAW WATER WELL REHAB		562
	424-4020-536.63-00	1,500,000	ASSIGN PROJECT BUDGET REACTOR CLARIFIER 1 & 2		562

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	424-4020-536.64-00	200,000	BLEACH TANKS @ WEWAHOOTEE CAPITAL PROJ BUDGET ROLL	722
	424-4020-536.63-00	44,926	DYAL SURFACE WATER FILTER CAPITAL PROJ BUDGET ROLL	722
	424-4020-536.63-00	53,950	PO # 78016-Vortex PO BUDGET ROLL	733
	424-4020-536.63-00	2,987	PO # 78017-CST Industries PO BUDGET ROLL	733
	424-4020-536.63-00	(5,390)	PO # 78445-Vortex PO BUDGET ROLL	733
12/13/22	424-4020-536.64-00	239,967	CHLORINE TANK REPLACE RESO # 2022-132	938
03/14/23	424-4020-536.63-00	171,534	FND CAP & FILTER #3 RESO #2023-021	2263
	424-4020-536.63-00	(53,950)	PO ROLL CORR 78016 RESO # 2023-022	2258
	424-4020-536.63-00	(2,987)	PO ROLL CORR 78017 RESO # 2023-022	2258
	424-4020-536.63-00	5,390	PO ROLL CORR 78445 RESO # 2023-022	2258
	424-4020-536.63-00	(44,926)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
04/03/23	424-4020-536.63-00	171,534	CORR SCRIVENERS ERROR RESO # 2023-021	2517
	424-4020-536.63-00	(171,534)		3251
06/09/23	424-4020-536.63-00	231,146	FND CO#1 UNDERDRAINS, CAP RESO #2023-059	3499
19	Budget Amendments/Transfers		Division 4020 Total $842,647	
4055 - ENGINEERING				
11/01/22	424-4055-536.63-00	(12,316,000)	ASSIGN PROJECT BUDGET	562
	424-4055-536.63-00	1,900,000	ASSIGN PROJECT BUDGET 36" WM CROSSING REPLCMT	562
	424-4055-536.63-00	85,000	ASSIGN PROJECT BUDGET BANANA RIVER TANK IMPRV	562
	424-4055-536.63-00	70,000	ASSIGN PROJECT BUDGET CARBON EVAL & INSTALL	562
	424-4055-536.63-00	150,000	ASSIGN PROJECT BUDGET CO2 BULK TANK REPLACE	562
	424-4055-536.63-00	750,000	ASSIGN PROJECT BUDGET INSTALL NEW WELL #17	562
	424-4055-536.63-00	3,900,000	ASSIGN PROJECT BUDGET OZONE IMPROV DYAL WTP	562
	424-4055-536.63-00	3,000,000	ASSIGN PROJECT BUDGET PIPE INFRA EVAL & REPLACE	562
	424-4055-536.63-00	700,000	ASSIGN PROJECT BUDGET PROGRAM MGMNT	562
	424-4055-536.63-00	1,761,000	ASSIGN PROJECT BUDGET SELLERS IRP REPLACE	562
11/29/22	424-4055-536.63-00	1,000,000	DYAL WELL #17 CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-08	795,167	FEMA - BROADMOOR & FISKE CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-00	150,000	GROUNDWATER FLUME CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-00	197,293	HARRISON ST IMPROVE CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-06	63,285	LIFTSTATION 1 MIT GRANT CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-00	375,000	OZONE IMPROVEMENTS CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-00	2,500,000	PIPE INFR ASSESS & REPLAC CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-00	5,080	PO # 74901-Mead & Hunt PO BUDGET ROLL	733
	424-4055-536.63-00	12,404	PO # 78454-DRMP PO BUDGET ROLL	733
	424-4055-536.63-00	13,257		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/29/22	424-4055-536.63-00	201,241	PO # 78704-Jabobs Enginee PO BUDGET ROLL	733
	424-4055-536.63-00	76,287	PO # 78709-Jacobs Enginee PO BUDGET ROLL	733
	424-4055-536.63-00	24,158	PO # 78967-Carollo Engine PO BUDGET ROLL	733
	424-4055-536.63-00	461,684	PO # 78969-Atlantic devel PO BUDGET ROLL	733
	424-4055-536.63-00	19,580	PO # 78970-Mead & Hunt PO BUDGET ROLL	733
	424-4055-536.63-06	612,357	PO # 79254-Carr & Collier PO BUDGET ROLL	733
	424-4055-536.63-08	65,712	PO # 79493-Tierra PO BUDGET ROLL	733
	424-4055-536.63-00	1,017,603	SYKES CREEK BRIDGE CAPITAL PROJ BUDGET ROLL	722
	424-4055-536.63-00	590,000	VIERA PUMP STATION CAPITAL PROJ BUDGET ROLL	722
12/13/22	424-4055-536.63-00	(2,055,874)	SR DR. WATER MAIN RELOCAT RESO # 2022-135	940
	424-4055-536.63-00	2,055,874		
02/28/23	424-4055-536.63-00	(420,950)	TRX PROJ BUDGET RESO # 2023-016	2032
	424-4055-536.63-00	420,950		
03/14/23	424-4055-536.63-06	677,689	ASSIGN PROJECT BUDGET RESO # 2023-027	2262
	424-4055-536.63-00	(171,534)	FND CAP & FILTER #3 RESO #2023-021	2263
	424-4055-536.63-00	(5,080)	PO ROLL CORR 74901 RESO # 2023-022	2258
	424-4055-536.63-00	(201,241)	PO ROLL CORR 78704 RESO # 2023-022	2258
	424-4055-536.63-06	(612,357)	PROJ ROLL REV PO # 79254 RESO # 2023-027	2262
	424-4055-536.63-06	(63,285)	PROJ ROLL REVERSAL RESO # 2023-027	2262
	424-4055-536.63-00	(1,017,603)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022	2258
	424-4055-536.63-00	(197,293)		
	424-4055-536.63-00	1,008,122		
04/03/23	424-4055-536.63-00	(171,534)	CORR SCRIVENERS ERROR RESO # 2023-021	2517
	424-4055-536.63-00	171,534		3251
04/19/23	424-4055-536.63-06	(6,567)	USE PRJ CON RESO 2021-124 MARCH CLEANUP	2796
	424-4055-536.63-00	6,567		
04/25/23	424-4055-536.63-00	300,000	MERGE IRP PROJECTS RESO # 2023-037	2885
	424-4055-536.63-00	2,829,818		
05/26/23	424-4055-536.63-00	(10,320)	FND BNR PROJ BARDENPHO TK RESO # 2023-053	3305
06/09/23	424-4055-536.63-00	(231,146)	FND CO#1 UNDERDRAINS, CAP RESO #2023-059	3499
07/31/23	424-4055-536.63-00	(25,804)	LIFT STATION 1 CAROLLO JULY CLEANUP	4334
	424-4055-536.63-00	(6,567)		
	424-4055-536.63-00	6,567		
	424-4055-536.63-00	25,804		
	424-4055-536.63-06	(6,567)	LS#1 REVERSE BAF 23-049 JULY CLEANUP	4334
	424-4055-536.63-00	6,567		
08/08/23	424-4055-536.63-08	383,914	Add'l Fiske Blvd Grant 2023-086	4418

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/31/23	424-4055-536.63-00	(6,567)	CORRECT BAF# 23-094 AUGUST CLEANUP		4868
	424-4055-536.63-06	6,567			
	424-4055-536.63-00	(21,768)	FND SUPP. CARBON SYSTEM AUGUST CLEANUP		4868
	424-4055-536.63-00	21,768			
	424-4055-536.63-00	(6,567)	REVERSAL BAF # 23-049 AUGUST CLEANUP		4868
	424-4055-536.63-06	6,567			
49	Budget Amendments/Transfers		Division 4055 Total	$10,869,792	
4120 - SELLERS PLANT					
11/01/22	424-4120-536.64-15	(300,000)	ASSIGN PROJECT BUDGET		562
	424-4120-536.63-00	(55,000)			
	424-4120-536.63-00	55,000	ASSIGN PROJECT BUDGET HYDROPNEUMATIC TANK UPGR		562
	424-4120-536.64-15	300,000	ASSIGN PROJECT BUDGET WRF MOTOR & LOGIC PANEL		562
11/29/22	424-4120-536.63-00	1,000,000	AERATION BLOWER REPLACE CAPITAL PROJ BUDGET ROLL		722
	424-4120-536.63-00	300,000	IRP PUMP REPLACEMENT CAPITAL PROJ BUDGET ROLL		722
	424-4120-536.63-00	88,965	PO # 78276-Trillium Pumps PO BUDGET ROLL		733
	424-4120-536.63-00	1,379,704	PO # 79480-E&D Contractin PO BUDGET ROLL		733
	424-4120-536.63-00	97,370	PO # 79678-Woods engineer PO BUDGET ROLL		733
	424-4120-536.64-15	1,114,734	SCADA MIGRATION CAPITAL PROJ BUDGET ROLL		722
03/14/23	424-4120-536.64-15	154,830	ACCT CORRECTION RESO # 2023-022		2258
	424-4120-536.63-00	(300,000)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
	424-4120-536.63-00	18,566			
	424-4120-536.63-00	300,000			
04/25/23	424-4120-536.63-00	(300,000)	MERGE IRP PROJECTS RESO # 2023-037		2885
05/26/23	424-4120-536.63-00	10,320	FND BNR PROJ BARDENPHO TK RESO # 2023-053		3305
	424-4120-536.63-00	525,000			
13	Budget Amendments/Transfers		Division 4120 Total	$4,389,489	
4125 - SEWER FIELD OPERATIONS					
11/01/22	424-4125-536.63-00	(600,000)	ASSIGN PROJECT BUDGET		562
	424-4125-536.63-00	400,000	ASSIGN PROJECT BUDGET CIPP REHAB PHASE 3-6		562
	424-4125-536.63-00	200,000	ASSIGN PROJECT BUDGET MANHOLE ASSESS/REHAB		562
11/29/22	424-4125-536.63-00	14,764	PO # 79623-Vortex PO BUDGET ROLL		733
	424-4125-536.63-00	58,468	PO # 79752-Instituform Te PO BUDGET ROLL		733
02/14/23	424-4125-536.63-00	37,998	ALLOCATE IFT TO EXPENSES RESO # 2023-011		1854
	424-4125-536.63-00	(10,891)	PT TO FUND WS19MH RESO # 2023-011		1854
	424-4125-536.63-00	10,891			
7	Budget Amendments/Transfers		Division 4125 Total	$111,230	
90	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$16,213,158**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4700 - DEBT SERVICE					
12/21/22	425-4700-517.72-12	(1,963)	FND REDUCED INT PYMT 2018 BUDGETED TO MANY PYMNTS		1064
01/10/23	425-4700-591.72-15	3,829	15 DAY INT 2020S FY23 RESO # 2023-001		1357
01/19/23	425-4700-591.72-12	1,962	TRUE UP DEBT SRV INT PYMT TRULY ACCOUNTING ADJ		1457
04/11/23	425-4700-591.72-12	(1,963)	CORRECT ACTIVITY CODE SCRIVENERS ERROR		2661
	425-4700-517.72-12	1,963			
4 Budget Amendments/Transfers			Division 4700 Total	$3,828	
4 Total Budget Amendments/Transfers			**W/S RESTRICTED ASSETS**	**$3,828**	
4055 - ENGINEERING					
11/29/22	426-4055-536.63-00	42,600	CCRIP CAPITAL PROJ BUDGET ROLL		722
	426-4055-536.63-00	417,155	PINEDA SUBAQUAEOUS PIPE CAPITAL PROJ BUDGET ROLL		722
	426-4055-536.63-00	58,769	PO # 74898-CH2M Hill Engi PO BUDGET ROLL		733
	426-4055-536.63-00	954,439	PO # 76379-CH2M Hill Engi PO BUDGET ROLL		733
03/14/23	426-4055-536.63-00	(417,155)	UPDATE CAPITAL PROJ ROLL RESO # 2023-022		2258
	426-4055-536.63-00	(42,600)			
	426-4055-536.63-00	42,201			
	426-4055-536.63-00	417,153			
07/11/23	426-4055-536.63-00	(220,276)	TRUE UP SERIES 2018B BOND 2023-071		4007
	426-4055-536.63-00	220,276			
6 Budget Amendments/Transfers			Division 4055 Total	$1,472,562	
6 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$1,472,562**	

906 Transfers & Amendments between 10/1/2022 and 8/31/2023

FY 2023 TOTAL TRANSFERS & AMENDMENTS **54,411,119**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Legislation Details (With Text)

File #:	23-582	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/15/2023			**In control:**	City Council
On agenda:	9/26/2023			**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 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 15, 2023
Agenda Date: September 26, 2023
Prepared By: Dave Radford, 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 31st, 2023 (FY23) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This August 2023 (FY23) 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 2023 Budget by Classification Report - Summary Listing

8/31/2023

Target for August 2023 is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 12,144,570	$ -	$ 12,178,524	$ (33,954)	100%
OTHER PERMITS AND FEES	$ 5,051,611	$ -	$ 4,909,245	$ 142,366	97%
INTERGOVERNMENTAL	$ 2,839,598	$ -	$ 2,710,676	$ 128,922	95%
CHARGES FOR SERVICES	$ 6,860,492	$ -	$ 7,022,702	$ (162,210)	102%
FINES AND FORFEITURES	$ 15,000	$ -	$ 41,023	$ (26,023)	273%
MISCELLANEOUS	$ 756,062	$ -	$ 1,878,192	$ (1,122,130)	248%
OTHER SOURCES (NON-REVENUE)	$ 31,124,658	$ -	$ 16,386,096	$ 14,738,562	53%
REVENUE TOTALS	**$ 58,791,991**	**$ -**	**$ 45,126,457**	**$ 13,665,534**	**77%**
EXPENSE					
SALARIES AND BENEFITS	$ 27,803,243	$ 1,484	$ 21,825,767	$ 5,975,992	79%
OPERATING EXPENDITURES	$ 22,072,143	$ 1,871,770	$ 11,225,257	$ 8,975,117	59%
CAPITAL OUTLAY	$ 6,052,984	$ 1,905,592	$ 1,135,133	$ 3,012,259	50%
GRANTS, AIDS AND OTHER	$ 2,863,621	$ -	$ 2,693,550	$ 170,071	94%
EXPENSE TOTALS	**$ 58,791,991**	**$ 3,778,846**	**$ 36,879,706**	**$ 18,133,439**	**69%**
REVENUE TOTALS	**$ 58,791,991**	**$ -**	**$ 45,126,457**	**$ 13,665,534**	**77%**
EXPENSE TOTALS	**$ 58,791,991**	**$ 3,778,846**	**$ 36,879,706**	**$ 18,133,439**	**69%**
	$ -	**$ (3,778,846)**	**$ 8,246,751**	**$ (4,467,905)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	154,993	946.63	1	8,283,578	8,292,832.22	100	8,438,570	145,737.78
20 00	DELINQUENT TAXES	1,250	146.35-	12	13,750	1,113.97-	8	15,000	16,113.97
25 00	PENALTIES RE: TAXES	339	651.85	192	14,657	34,908.98	238	15,000	19,908.98-
30 00	TAX CERTIFICATES	0	.00		200,000	317,844.83	159	200,000	117,844.83-
311 **	AD VALOREM	156,582	1,452.13	1	8,511,985	8,644,472.06	102	8,668,570	24,097.94
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	49,166	32,861.40	67	540,826	571,182.01	106	590,000	18,817.99
312 **	SALES USE AND FUEL TAXES	49,166	32,861.40	67	540,826	571,182.01	106	590,000	18,817.99
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	223,297.66	168	1,466,663	1,761,590.46	120	1,600,000	161,590.46-
30 00	WATER-COCOA	32,083	36,261.17	113	352,913	414,068.69	117	385,000	29,068.69-
40 00	GAS	5,000	4,503.14	90	55,000	43,113.29	78	60,000	16,886.71
80 00	PROPANE	2,000	2,244.18	112	22,000	26,300.90	120	24,000	2,300.90-
314 **	UTILITY SERVICE TAX	172,416	266,306.15	155	1,896,576	2,245,073.34	118	2,069,000	176,073.34-
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	50,199.71	90	614,163	576,392.24	94	670,000	93,607.76
315 **	COMMUNICATION SERVICE TAX	55,833	50,199.71	90	614,163	576,392.24	94	670,000	93,607.76
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	6,237	34,948.38	560	140,670	141,403.92	101	147,000	5,596.08
316 **	LOCAL BUSINESS TAX	6,237	34,948.38	560	140,670	141,403.92	101	147,000	5,596.08
310 ***	TAXES	440,234	385,767.77		11,704,220	12,178,523.57		12,144,570	33,953.57-
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	165,863.77	153	1,191,663	1,255,399.65	105	1,300,000	44,600.35
40 00	GAS	7,083	7,616.55	108	77,913	75,234.27	97	85,000	9,765.73
70 00	SOLID WASTE	24,166	25,057.05	104	265,826	276,183.65	104	290,000	13,816.35
323 **	FRANCHISE FEES	139,582	198,537.37	142	1,535,402	1,606,817.57	105	1,675,000	68,182.43
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	79,865	.00		3,057,749	2,984,513.45	98	3,137,611	153,097.55
22 02	F ASSMNT DELINQ TAXES	0	1,467.81-		2,000	1,748.32	87	2,000	251.68

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22	03	F ASSMNT PENALTIES	0	112.20		2,000	14,325.52	716	2,000	12,325.52-
22	04	F ASSMNT TAX CERTS	0	.00		130,000	184,725.68	142	130,000	54,725.68-
22	*	FIRE PROTECTION	79,865	1,355.61-	2	3,191,749	3,185,312.97	100	3,271,611	86,298.03
325	**	SPECIAL ASSESSMENT	79,865	1,355.61-	2	3,191,749	3,185,312.97	100	3,271,611	86,298.03
329		OTHER PERMITS & FEES								
10	01	FIRE INSPECTION FEES	0	.00		15,000	17,683.00	118	15,000	2,683.00-
10	*	INSPECTION FEES	0	.00		15,000	17,683.00	118	15,000	2,683.00-
25	00	PLANNING AND ZONING	6,250	8,162.00	131	68,750	99,431.62	145	75,000	24,431.62-
35	00	FIRE INSPECTIONS	0	.00		15,000	.00		15,000	15,000.00
329	**	OTHER PERMITS & FEES	6,250	8,162.00	131	98,750	117,114.62	119	105,000	12,114.62-
320	***	OTHER PERMITS & FEES	225,697	205,343.76		4,825,901	4,909,245.16		5,051,611	142,365.84
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20	22	JAG 21-GG-01363	1,280	.00		7,680	4,941.60-	64	8,960	13,901.60
20	23	BULLET PROOF VEST 2021	1,817	.00		10,902	8,232.00	76	12,722	4,490.00
20	24	VOCA-2022-COCOA PD-00181	9,325	14,580.17	156	109,585	82,001.95	75	118,921	36,919.05
20	25	JAG 2022-22-GG-02810	1,176	.00		12,936	.00		14,108	14,108.00
20	26	BULLET PROOF VEST 2022	218	.00		1,744	.00		1,960	1,960.00
20	*	PUBLIC SAFETY	13,816	14,580.17	106	142,847	68,675.35	48	156,671	87,995.65
39	12	USDA/FOREST SVC 26866	6,250	.00		23,750	.00		30,000	30,000.00
50	01	FEDERAL DISASTER REIMB	0	.00		0	4,678.93		0	4,678.93-
70	02	AFRICAN AM CIVIL RIGHTS	4,286	.00		25,716	.00		30,000	30,000.00
331	**	FEDERAL GRANTS	24,352	14,580.17	60	192,313	73,354.28	38	216,671	143,316.72
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334		STATE GRANT								
10	15	CYBERSECUR DMS 22/23-249	0	.00		0	.00		1	1.00
70	11	HTMOORE RESTORATION	25,083	.00		125,415	.00		150,500	150,500.00
70	*	CULTURAL/RECREATIONAL	25,083	.00		125,415	.00		150,500	150,500.00
90	15	FLA CORONAVIRUS SFRF	0	.00		0	12,663.87		0	12,663.87-
334	**	STATE GRANT	25,083	.00		125,415	12,663.87	10	150,501	137,837.13

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
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	45,833	178,868.55	390	504,163	713,054.86	141	550,000	163,054.86-
12 20	8TH CNT MUNICIPAL GAS TAX	12,833	38,473.02	300	141,163	170,775.48	121	154,000	16,775.48-
12 *	STATE REVENUE SHARING	58,666	217,341.57	371	645,326	883,830.34	137	704,000	179,830.34-
14 00	MOBILE HOME LICENSES	2,083	421.91	20	22,913	27,133.64	118	25,000	2,133.64-
15 00	ALCOHOLIC BEVERAGE	2,083	3,321.20	159	22,913	21,149.05	92	25,000	3,850.95
18 00	LOCAL GOVERNMENT 1/2 CENT	103,333	121,073.44	117	1,136,663	1,215,688.72	107	1,240,000	24,311.28
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		12,000	7,968.62	66	16,000	8,031.38
29 21	POL PEN STATE CONTR	217,045	245,612.60	113	217,045	245,612.60	113	245,613	.40
29 22	FIRE PEN STATE CONTR	160,637	196,812.60	123	160,637	196,812.60	123	196,813	.40
29 *	OTHER PUBLIC SAFETY	377,682	442,425.20	117	377,682	442,425.20	117	442,426	.80
41 00	FUEL TAX REFUNDS	1,666	8,935.14	536	18,326	26,461.99	144	20,000	6,461.99-
335 **	STATE SHARED REVENUES	545,513	793,518.46	146	2,235,823	2,624,657.56	117	2,472,426	152,231.56-
337	GRANTS FROM LOCAL UNITS								
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	594,948	808,098.63		2,553,551	2,710,675.71		2,839,598	128,922.29
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
40 00	CERTIFY/COPY/SEARCH	11,108	8,680.40	78	122,188	94,478.70	77	133,300	38,821.30
90 12	PASSPORT EXECUTION FEES	250	280.00	112	2,750	4,060.00	148	3,000	1,060.00-
341 **	GENERAL GOVERNMENT	11,358	8,960.40	79	124,938	98,538.70	79	136,300	37,761.30
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	9,770	27,060.25	277	107,470	197,965.35	184	117,250	80,715.35-
10 02	SCHOOL RES OFFICER	15,625	51,375.00	329	171,875	197,625.00	115	187,500	10,125.00-
10 *	SVC CHG - LAW ENF SERVICE	25,395	78,435.25	309	279,345	395,590.35	142	304,750	90,840.35-
20 00	SVC CHG - FIRE PROTECTION	0	1,850.00		0	25,397.50		0	25,397.50-
90 00	OTHER PUBLIC SAFETY	83	.00		913	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	.00		6,875	.00		7,500	7,500.00
90 *	OTHER PUBLIC SAFETY	708	.00		7,788	.00		8,500	8,500.00
342 **	PUBLIC SAFETY	26,103	80,285.25	308	287,133	420,987.85	147	313,250	107,737.85-

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
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	48,870	51,076.30	105	537,570	507,154.30	94	586,440	79,285.70
37 11	ROCKLEDGE	27,150	28,298.90	104	298,650	307,761.68	103	325,800	18,038.32
37 12	SUN LAKE	352	369.20	105	3,872	4,016.50	104	4,235	218.50
37 13	CLNY PK-M.I.UTIL CO.	179	192.40	108	1,969	2,111.90	107	2,150	38.10
37 16	COCOA BEACH	10,208	10,680.80	105	112,288	116,873.72	104	122,501	5,627.28
37 17	CAPE CANAVERAL	8,688	8,713.90	100	95,568	95,718.05	100	104,256	8,537.95
37 18	TITUSVILLE	391	396.50	101	4,301	4,395.50	102	4,692	296.50
37 *	WATER BILLING SERVICES	95,838	99,728.00	104	1,054,218	1,038,031.65	99	1,150,074	112,042.35
39 01	SERVICE CHARGES	40,000	72,816.51	182	440,000	797,560.69	181	480,000	317,560.69-
39 03	ADMIN CHARGES	35,000	46,924.00	134	385,000	488,106.23	127	420,000	68,106.23-
39 04	PENALTIES	60,000	49,250.73	82	660,000	657,110.00	100	720,000	62,890.00
39 05	NSF CHECKS	2,500	4,485.36	179	27,500	42,955.59	156	30,000	12,955.59-
39 13	HIGH CONSUMP CHGS	291	620.00	213	3,201	9,300.00	291	3,500	5,800.00-
39 *	WATER OTHER INCOME	137,791	174,096.60	126	1,515,701	1,995,032.51	132	1,653,500	341,532.51-
41 10	SOLID WASTE	206,333	224,643.53	109	2,269,663	2,463,795.30	109	2,476,000	12,204.70
41 20	RECYCLING REVENUE	32,416	32,556.10	100	356,576	360,033.55	101	389,000	28,966.45
41 30	GREEN WASTE	36,166	36,888.32	102	397,826	408,740.07	103	434,000	25,259.93
41 *	GARBAGE COLLECTION	274,915	294,087.95	107	3,024,065	3,232,568.92	107	3,299,000	66,431.08
90 01	FDOT MEDIAN MAINT	0	.00		53,348	46,897.50	88	71,130	24,232.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		117,479	117,478.53	100	117,479	.47
90 *	OTHER PHYSICAL ENVIRON	0	.00		170,827	164,376.03	96	188,609	24,232.97
343 **	PHYSICAL ENVIRONMENT	508,544	567,912.55	112	5,764,811	6,430,009.11	112	6,291,183	138,826.11-
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	41	160.00	390	451	1,308.00	290	500	808.00-
39 10	PORCHER HOUSE - REVENUES	2,333	2,653.72	114	25,663	7,573.72	30	28,000	20,426.28
39 11	TENANT MAINTENANCE FEES	0	598.25		0	1,693.08		0	1,693.08-
39 20	COCOA CIVIC CENTER	2,916	3,530.00	121	32,076	14,037.14	44	35,000	20,962.86
39 30	RIVERFRONT PARK	916	1,455.00	159	10,076	8,239.35	82	11,000	2,760.65
39 *	OTHER CULTURAL SERVICES	6,165	8,236.97	134	67,815	31,543.29	47	74,000	42,456.71
40 05	SPECIAL EVENT PERMITS	2,500	9,000.00	360	27,500	34,700.00	126	30,000	4,700.00-
50 10	EVENT FEES	229	.00		2,519	2,861.43	114	2,759	102.43-
50 30	ADVERTISING/SPONSORSHIPS	416	.00		4,576	500.00	11	5,000	4,500.00
50 50	MISC FURNISHINGS	625	651.00	104	6,875	2,253.35	33	7,500	5,246.65
50 *	SPECIAL REC FACILITIES	1,270	651.00	51	13,970	5,614.78	40	15,259	9,644.22
347 **	CULTURE/RECREATION	9,976	18,047.97	181	109,736	73,166.07	67	119,759	46,592.93
340 ***	CHARGES FOR SERVICES	555,981	675,206.17		6,286,618	7,022,701.73		6,860,492	162,209.73-

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
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	1,408.76	113	13,750	41,023.19	298	15,000	26,023.19-
351 **	JUDGMENTS AND FINES	1,250	1,408.76	113	13,750	41,023.19	298	15,000	26,023.19-
350 ***	FINES AND FORFEITURES	1,250	1,408.76		13,750	41,023.19		15,000	26,023.19-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,144	23,861.04	759	76,852	260,049.83	338	80,000	180,049.83-
10 02	INVESTMENT INTEREST	6,009	90,100.71	1499	93,990	747,344.73	795	100,000	647,344.73-
10 10	SBA	50	2,560.13	5120	550	23,062.84	4193	600	22,462.84-
10 11	INTEREST/CBOS	91	.00		1,001	262.95	26	1,100	837.05
10 *	INTEREST	9,294	116,521.88	1254	172,393	1,030,720.35	598	181,700	849,020.35-
30 00	NET INC/DEC FMV INVESTMNT	0	7,759.81		0	110,928.06		0	110,928.06-
40 00	GAIN/(LOSS) SALE INVEST	0	5.02-		0	47,726.33-		0	47,726.33
40 *	GAIN/(LOSS) SALE INVEST	0	5.02-		0	47,726.33-		0	47,726.33
361 **	INTEREST & OTHER EARNINGS	9,294	124,276.67	1337	172,393	1,093,922.08	635	181,700	912,222.08-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	3,971	3,791.66	96	128,029	137,014.62	107	132,000	5,014.62-
39 10	PORCHER HOUSE-TENANTS	0	1,331.56		0	15,967.72		0	15,967.72-
39 20	CIVIC CENTER-TENANTS	0	660.00		0	7,920.00		0	7,920.00-
39 *	RENTALS AND LEASES	0	1,991.56		0	23,887.72		0	23,887.72-
362 **	RENT AND ROYALTIES	3,971	5,783.22	146	128,029	160,902.34	126	132,000	28,902.34-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	37,945.31		0	37,945.31-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	37,945.31		0	37,945.31-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	839.20		0	1,767.51		0	1,767.51-
365 **	SALE SURPLUS MTRLS &SCRAP	0	839.20		0	1,767.51		0	1,767.51-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	3,044	.00		25,675	6,146.00	24	28,728	22,582.00
10 16	FIREHOUSE SUBS - E-BIKES	2,837	.00		14,185	17,020.72	120	17,021	.28
10 *	DONATIONS-PRIVATE SOURCES	2,837	.00		14,185	17,020.72	120	17,021	.28
366 **	CONTRIBUTIONS & DONATIONS	5,881	.00		39,860	23,166.72	58	45,749	22,582.28

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
368		PENSION CONTRIBUTIONS								
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	50,353	946.15	2	172,945	291,047.42	168	223,300	67,747.42-
	90 03	CODE ENF ABATE/DEMO REV	8,114	7,850.50	97	89,254	169,257.38	190	97,375	71,882.38-
	90 04	MISC. POLICE REVENUES	1,165	8.00	1	12,815	1,745.45	14	13,988	12,242.55
	90 05	INVESTIGATIVE COSTS REIM	4,537	2,682.78	59	49,907	40,453.43	81	54,450	13,996.57
	90 09	PROPERTY REGISTRATION	625	200.00	32	6,875	2,200.00	32	7,500	5,300.00
	90 12	LEISURE SVCS -CANCEL FEES	0	64.50		0	244.50		0	244.50-
	90 *	OTHER MISC REVENUES	64,794	11,751.93	18	331,796	504,948.18	152	396,613	108,335.18-
	96 00	INSURANCE REFUND/PROCEEDS	0	20,442.04		0	55,539.43		0	55,539.43-
369	**	OTHER MISC REVENUES	64,794	32,193.97	50	331,796	560,487.61	169	396,613	163,874.61-
360	***	MISCELLANEOUS REVENUES	83,940	163,093.06		672,078	1,878,191.57		756,062	1,122,129.57-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 10	TRF FROM COCOA CRA (110)	0	18,566.67		222,800	204,233.37	92	222,800	18,566.63
	91 21	TRF FROM W/S FUND (421)	22,092	62,368.00	282	40,275	62,368.00	155	62,368	.00
	91 23	TRF FROM STORMWATER (423)	1,278	3,610.00	283	2,333	3,610.00	155	3,610	.00
	91 31	TRF FROM FISKE BV (303)	420,219	840,437.00	200	420,219	840,437.00	200	840,437	.00
	91 *	TRANSFER FROM	443,589	924,981.67	209	685,627	1,110,648.37	162	1,129,215	18,566.63
	94 21	TRANS FR 421 OH ALLOC	0	632,527.58		7,590,331	6,957,803.38	92	7,590,331	632,527.62
	94 23	TRANS FR 423 OH ALLOC	0	24,801.83		297,622	272,820.13	92	297,622	24,801.87
	94 *	INTERFUND TRANSFER	0	657,329.41		7,887,953	7,230,623.51	92	7,887,953	657,329.49
381	**	INTERFUND TRANSFER	443,589	1,582,311.08	357	8,573,580	8,341,271.88	97	9,017,168	675,896.12
382		CONTRIBUTIONS ENTERPRISE								
	40 00	CONTRIBUTIONS (ROI)	587,997	587,997.58	100	6,467,967	6,467,973.38	100	7,055,971	587,997.62
	40 01	6% PILOFF	143,350	143,350.08	100	1,576,850	1,576,850.88	100	1,720,201	143,350.12
	40 *	CONTRIBUTIONS (ROI)	731,347	731,347.66	100	8,044,817	8,044,824.26	100	8,776,172	731,347.74
382	**	CONTRIBUTIONS ENTERPRISE	731,347	731,347.66	100	8,044,817	8,044,824.26	100	8,776,172	731,347.74
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
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	1,111,731	.00		12,215,991	.00		13,327,718	13,327,718.00
99 *	BALANCE FORWARD	1,112,031	.00		12,219,291	.00		13,331,318	13,331,318.00
389 **	NON OPERATING SOURCES	1,112,031	.00		12,219,291	.00		13,331,318	13,331,318.00
380 ***	OTHER SOURCES(NON-REV)	2,286,967	2,313,658.74		28,837,688	16,386,096.14		31,124,658	14,738,561.86
FUND TOTAL	GENERAL FUND	4,189,017	4,552,576.89		54,893,806	45,126,457.07		58,791,991	13,665,533.93
GRAND TOTAL		4,189,017	4,552,576.89		54,893,806	45,126,457.07		58,791,991	13,665,533.93

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	72043	68052.80	95	822119	757233.50	92	.00	894212	136978.50	85
11 **	EXECUTIVE SALARIES	72043	68052.80	95	822119	757233.50	92	.00	894212	136978.50	85
12-00	REGULAR SALARIES & WAGES	999538	889074.84	89	12148747	10449433.17	86	.00	13148426	2698992.83	80
12-06	SALARIES/CONTRACTUAL	20198	9391.00	47	103612	116842.00	113	.00	123820	6978.00	94
12-07	EMS 1ST RESPONDER	47	.00	0	94	141.00	150	.00	141	.00	100
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	36225	373.29	1	161918	161691.32	100	.00	198146	36454.68	82
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1056008	898839.13	85	12414371	10728107.49	86	.00	13470533	2742425.51	80
13-00	OTHER SALARIES & WAGES	67379	65819.12	98	1101529	828376.66	75	.00	1168937	340560.34	71
13 **	OTHER SALARIES & WAGES	67379	65819.12	98	1101529	828376.66	75	.00	1168937	340560.34	71
14-00	OVERTIME	179309	80594.50	45	772592	868227.70	112	.00	951990	83762.30	91
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	179309	80594.50	45	772592	868227.70	112	.00	951990	83762.30	91
15-00	SPECIAL PAY	68666	33231.68	48	375978	382974.21	102	.00	444669	61694.79	86
15 **	SPECIAL PAY	68666	33231.68	48	375978	382974.21	102	.00	444669	61694.79	86
20-00	CLOTHING/SHOE ALLOWANCE	1996	120.00	6	21596	17898.75	83	.00	23605	5706.25	76
20 **	CLOTHING/SHOE ALLOWANCE	1996	120.00	6	21596	17898.75	83	.00	23605	5706.25	76
21-00	FICA TAXES	103706	86409.96	83	1154047	1019919.52	88	.00	1257885	237965.48	81
21 **	FICA TAXES	103706	86409.96	83	1154047	1019919.52	88	.00	1257885	237965.48	81
22-00	RETIREMENT CONTRIBUTIONS	91424	93747.48	103	1028323	975935.44	95	.00	1119860	143924.56	87
22-01	LICENSED POLICE/FIRE	215875	132676.68	62	2171421	1680342.43	77	.00	2387315	706972.57	70
22-02	STATE CONTRIBUTIONS	50368	442425.20	878	319678	442425.20	138	.00	370074	72351.20-	120
22-03	NON-FRS RETIREMENT PLAN	2790	2706.22	97	30372	30477.02	100	.00	33169	2691.98	92
22 **	RETIREMENT CONTRIBUTIONS	360457	671555.58	186	3549794	3129180.09	88	.00	3910418	781237.91	80

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
23-00	INSURANCES	6544	3894.64	60	71690	42523.96	59	.00	78335	35811.04	54
23-02	MEDICARE PART B	34140	20791.12	61	384540	350338.92	91	1484.10	418680	66856.98	84
23-04	MEDICAL/RX SELF INSURED	263043	233059.75	89	3262464	2520909.51	77	.00	3525654	1004744.49	72
23-05	HEALTH GF RETIREES 50%	4471	.00	0	49181	41585.88	85	.00	53660	12074.12	78
23-06	HEALTH GF RETIREES 100%	23252	.00	0	255772	210111.80	82	.00	279032	68920.20	75
23-07	DENTAL INSURANCE	15279	8804.93	58	168069	120979.13	72	.00	183491	62511.87	66
23-08	VISION INSURANCE	2809	2128.90	76	30899	23292.49	75	.00	33824	10531.51	69
23-09	LONG TERM DISABILITY	4170	3724.58	89	45870	40509.94	88	.00	50147	9637.06	81
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	353708	272403.92	77	4268485	3350251.63	79	1484.10	4622823	1271087.27	73
24-00	WORKER'S COMPENSATION	66672	97783.31	147	741159	555552.76	75	.00	807970	252417.24	69
24 **	WORKER'S COMPENSATION	66672	97783.31	147	741159	555552.76	75	.00	807970	252417.24	69
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	4511.52	49	.00	10000	5488.48	45
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	4511.52	49	.00	10000	5488.48	45
27-00	BENEFIT OFFSET	20015	19054.04	95	220173	183533.06	83	.00	240201	56667.94	76
27 **	BENEFIT OFFSET	20015	19054.04	95	220173	183533.06	83	.00	240201	56667.94	76
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	40109	26457.76	66	573459	355962.98	62	164714.35	613577	92899.67	85
31-01	LEGAL EXPENSES	11599	51842.11	447	515124	403193.88	78	96788.09	526727	26745.03	95
31-02	MEDICAL SERVICES	0	318.90	0	47850	29898.90	63	13451.10	47850	4500.00	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	0	.00	0	13905	13905.00	100	.00	13905	.00	100
31-06	EDA-04-69-07348 GRANT	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
31-11	USDA MANAGE FOREST GRANT	3125	.00	0	3125-	.00	0	24925.00	30000	5075.00	83
31-13	FIND BV-C0-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM CIVIL RIGHTS	4286	.00	0	25716	12300.00	48	17700.00	30000	.00	100
31-16	HISTORICAL PRESERVATN	2014	.00	0	10070	.00	0	12081.00	12081	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	11311.96	0	364656	310476.47	85	54179.53	364656	.00	100
31 **	PROFESSIONAL SERVICES	61133	89930.73	147	1547655	1125737.23	73	383839.07	1638796	129219.70	92
32-00	ACCOUNTING & AUDITING	0	.00	0	74000	66000.00	89	.00	74000	8000.00	89
32 **	ACCOUNTING & AUDITING	0	.00	0	74000	66000.00	89	.00	74000	8000.00	89
34-00	CONTRACT SERVICES	118756	64205.32	54	1284692	997274.93	78	266299.72	1408578	145003.35	90
34-03	CUSTOMER SERVICE CONTRACT	263727	264468.81	100	2637270	2675804.41	102	.00	2901000	225195.59	92
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	2240	39604.98	1768	447752	361355.48	81	63997.02	450000	24647.50	95
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	14108	13800.00	98	.00	14108	308.00	98
34 **	CONTRACT SERVICES	384723	368279.11	96	4383822	4048234.82	92	330296.74	4773686	395154.44	92
39-00	CONTINGENCY	479820	.00	0	3724676	.00	0	.00	4204509	4204509.00	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	462030	.00	0	3742462	.00	0	.00	4204509	4204509.00	0
40-00	TRAVEL & PER DIEM	7407	5439.48	73	82391	39266.12	48	.00	91749	52482.88	43
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	712	.00	0	4272	2972.00	70	.00	4984	2012.00	60
40 **	TRAVEL & PER DIEM	8119	5439.48	67	86663	42238.12	49	.00	96733	54494.88	44

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
41-00	COMMUNICATION	2626	12372.72	471	198917	147774.27	74	47822.76	201559	5961.97	97
41-35	VOCA-2022-COCOA PD-00181	154-	.00	0	156	.04-	0	.00	0	.04	0
41 **	COMMUNICATION	2472	12372.72	501	199073	147774.23	74	47822.76	201559	5962.01	97
42-00	POSTAGE & FREIGHT	39740	39779.10	100	442178	404225.88	91	87160.58	482022	9364.46-	102
42 **	POSTAGE & FREIGHT	39740	39779.10	100	442178	404225.88	91	87160.58	482022	9364.46-	102
43-00	ELECTRIC/WATER/SEWER	8104	64870.10	801	799693	616730.04	77	177761.15	807820	13328.81	98
43 **	ELECTRIC/WATER/SEWER	8104	64870.10	801	799693	616730.04	77	177761.15	807820	13328.81	98
44-00	RENTALS AND LEASES	4768	8319.07	175	100277	80393.75	80	19981.10	105785	5410.15	95
44 **	RENTALS AND LEASES	4768	8319.07	175	100277	80393.75	80	19981.10	105785	5410.15	95
45-00	INSURANCE	89-	.00	0	644729	648829.24	101	.00	644660	4169.24-	101
45 **	INSURANCE	89-	.00	0	644729	648829.24	101	.00	644660	4169.24-	101
46-00	REPAIRS & MAINTENANCE	72717	47726.66	66	1212489	603778.11	50	236297.55	1285266	445190.34	65
46-02	REPAIR/MAINTENANCE-BLDG	26843	24040.67	90	322046	222928.32	69	78866.61	348904	47109.07	87
46-03	REPAIR/MAINT-VEHICLES	60240	42099.31	70	439572	375253.45	85	29550.05	499891	95087.50	81
46-05	HYDRANT FEES	20817	20615.36	99	228987	226768.96	99	.00	249805	23036.04	91
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	180617	134482.00	75	2203094	1428728.84	65	344714.21	2383866	610422.95	74
47-00	PRINTING & BINDING	12625	11649.06	92	177630	138162.19	78	34138.13	190318	18017.68	91
47 **	PRINTING & BINDING	12625	11649.06	92	177630	138162.19	78	34138.13	190318	18017.68	91
48-00	PROMOTIONAL ACTIVITIES	4058	5148.18	127	61628	40277.13	65	1980.00	65729	23471.87	64
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	4058	5148.18	127	61628	40277.13	65	1980.00	65729	23471.87	64
49-00	OTHER CHARGES & OBLIG.	20879	43280.71	207	248057	340386.84	137	56927.05	268982	128331.89-	148
49-02	ADVERTISING	25	.00	0	275	115.94	42	.00	300	184.06	39
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-06	BROWNFIELD PROG CITY COST	416	.00	0	4576	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	5661.48-	0	0	61409.57-	0	.00	0	61409.57	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	18326	10000.00	55	.00	20000	10000.00	50
49-23	COM CRIME PREV (SPOT)	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.	22986	37619.23	164	271234	289093.21	107	56927.05	294282	51738.26-	118
51-00	OFFICE SUPPLIES	3397	2156.83	64	41781	19885.26	48	477.00	45306	24943.74	45
51 **	OFFICE SUPPLIES	3397	2156.83	64	41781	19885.26	48	477.00	45306	24943.74	45
52-00	OPERATING SUPPLIES	102762	75699.41	74	890736	779916.25	88	133608.19	963609	50084.56	95
52-02	UNIFORMS	3779	814.29	22	56341	34739.38	62	20231.55	60137	5166.07	91
52-05	EMS 1st RESP-CONSUM SUPP	1646	1023.96	62	52819	33204.00	63	11691.00	54465	9570.00	82
52-07	JANITORIAL SUPPLIES	4411	4579.41	104	47121	32858.12	70	.00	51555	18696.88	64
52-10	HEATING FUEL	100	288.69	289	4643	3288.50	71	1454.50	4743	.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	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	25444	22378.60	88	3065.40	25444	.00	100
52-26	BULLET PROOF VEST 2022	436	.00	0	3488	.00	0	3920.00	3920	.00	100
52-30	FUEL OIL & LUBRICANTS	12752	22910.24	180	453621	231799.37	51	.00	466461	234661.63	50
52-33	EMPLOYEE HEALTH CENTER	0	1355.34	0	176400	117768.36	67	58631.64	176400	.00	100
52-35	VOCA-2022-COCOA PD-00181	65-	.00	0	65	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	2837	.00	0	14185	17020.72	120	.00	17021	.28	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	128529	106671.34	83	1724988	1272973.30	74	232602.28	1823755	318179.42	83
53-00	ROAD MATERIALS/SUPPLIES	6203	678.38	11	44057	46986.24	107	1135.96	50263	2140.80	96
53 **	ROAD MATERIALS/SUPPLIES	6203	678.38	11	44057	46986.24	107	1135.96	50263	2140.80	96
54-00	MEMBERSHIP/PUBLICATIONS	15100	1262.00	8	84158	79558.78	95	.00	99354	19795.22	80
54 **	MEMBERSHIP/PUBLICATIONS	15100	1262.00	8	84158	79558.78	95	.00	99354	19795.22	80
55-00	TRAINING	11999	8200.88	68	143501	78627.59	55	13891.62	155578	63058.79	60
55-01	EDA PROGRAM	2583	2315.14	90	28413	2719.10	10	20354.00	31000	7926.90	74
55-02	P/F HS RECRUITMENT	5240	1234.78	24	15230	2227.70	15	18358.22	20471	114.92-	101
55-22	JAG 21-GG-01363	568	.00	0	3408	5988.00	176	.00	3976	2012.00-	151
55-35	VOCA-2022-COCOA PD-00181	84-	.00	0	76	.00	0	.00	0	.00	0
55 **	TRAINING	20306	11750.80	58	190628	89562.39	47	52603.84	211025	68858.77	67
56-15	IT-RELATED OPERATING EXP	61618	75680.40	123	813641	639865.85	79	100330.06	3878674	3138478.09	19
56-16	CYBERSECUR DMS 22/23-249	0	.00	0	0	.00	0	.00	1	1.00	0
56 **	TECHNOLOGY SYSTEMS	61618	75680.40	123	813641	639865.85	79	100330.06	3878675	3138479.09	19
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	48276	.00	0	193104	.00	0	.00	241379	241379.00	0
61 **	LAND	48276	.00	0	193104	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	58476	.00	0	782662	.00	0	67083.00	841137	774054.00	8

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
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	58476	.00	0	782662	.00	0	67083.00	841137	774054.00	8
63-00	INFRASTRUCTURE	204930	.00	0	1908439	320776.70	17	521309.70	2113371	1271284.60	40
63-07	IMPROVE OTHER THAN BLDG	7727	.00	0	77270	.00	0	.00	85000	85000.00	0
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	212657	.00	0	1985709	320776.70	16	521309.70	2198371	1356284.60	38
64-00	MACHINERY AND EQUIPMENT	361530	28929.00	8	2484581	772838.49	31	1317199.64	2730579	640540.87	77
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	6551-	.00	0	48069	41517.68	86	.00	41518	.32	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA - INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	354979	28929.00	8	2532650	814356.17	32	1317199.64	2772097	640541.19	77
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
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	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
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	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
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	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	1245020	1245020.00	100	.00	1245020	.00	100
81 **	AIDS TO GOVT AGENCY	0	.00	0	1245020	1245020.00	100	.00	1245020	.00	100
82-01	ECON DEV INCENTIVE CONTR	4000	.00	0	16000	20000.00	125	.00	20000	.00	100
82 **	AID PRIVATE ORGANIZATION	4000	.00	0	16000	20000.00	125	.00	20000	.00	100
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	4166	.00	0	45826	.00	0	.00	50000	50000.00	0
83-11	UPSTART COCOA PROGRAM	500	.00	0	12000	12500.00	104	.00	12500	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
83 **	OTHER GRANTS & AIDS	4666	.00	0	57826	12500.00	22	.00	62500	50000.00	20
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	.00	0	.00	0	.00	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)	10444	214067.92	2050	1525653	1416029.62	93	.00	1536101	120071.38	92
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	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	10444	214067.92	2050	1525653	1416029.62	93	.00	1536101	120071.38	92
FUND 001	TOTAL *********										
	GENERAL FUND	4470729	3512949.49	79	51423021	36879705.88	72	3778846.37	58791991	18133438.75	69
GRAND	TOTAL *********										
		4470729	3512949.49	79	51423021	36879705.88	72	3778846.37	58791991	18133438.75	69

FY 2023 Budget by Classification Report - Summary Listing

8/31/2023

Target for August 2023 is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 72,221,630	$ -	$ 68,415,025	$ 3,806,605	95%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 372,002	$ -	$ 1,239,892	$ (867,890)	333%
OTHER SOURCES (*NON-REVENUE)	$ 22,610,689	$ -	$ -	$ 22,610,689	0%
REVENUE TOTALS	**$ 95,204,321**	**$ -**	**$ 69,654,918**	**$ 25,549,403**	**73%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,253,909	$ -	$ 14,661,377	$ 4,592,532	76%
OPERATING EXPENDITURES	$ 25,133,892	$ 2,623,603	$ 16,800,861	$ 5,709,428	77%
CAPITAL OUTLAY	$ 7,655,946	$ 1,177,650	$ 497,730	$ 5,980,566	22%
GRANTS, AIDS AND OTHER	$ 43,160,574	$ -	$ 41,201,203	$ 1,959,371	95%
EXPENSE TOTALS	**$ 95,204,321**	**$ 3,801,253**	**$ 73,161,170**	**$ 18,241,898**	81%
REVENUE TOTALS	**$ 95,204,321**	**$ -**	**$ 69,654,918**	**$ 25,549,403**	**73%**
EXPENSE TOTALS	**$ 95,204,321**	**$ 3,801,253**	**$ 73,161,170**	**$ 18,241,898**	**81%**
**	**$ -**	**$ (3,801,253)**	**$ (3,506,253)**	**$ 7,307,506**	

**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	5,052,604	4,889,740.32	97	55,578,644	56,781,059.42	102	60,631,253	3,850,193.58
33	00	WATER CONNECTION FEE	47,267	134,025.12	284	519,937	793,865.72	153	567,211	226,654.72-
36	00	WATER HYDRANT FEES	327,416	336,248.42	103	3,601,576	3,686,131.47	102	3,928,996	242,864.53
39	06	HYDRANT RESID FLOW TEST	141	2,100.00	1489	1,551	11,900.00	767	1,696	10,204.00-
39	07	BACKFLOW DEVICE TEST	12,808	18,964.01	148	140,888	207,227.33	147	153,700	53,527.33-
39	08	JUMPER METERS	0	360.00		742	2,860.00	385	742	2,118.00-
39	09	PLAN REVIEW/CONST INSPECT	0	3,960.00		12,720	49,920.00	393	12,720	37,200.00-
39	10	BACKFLOW PRV/RLCT TEMP	0	95.42		530	1,769.62	334	530	1,239.62-
39	*	WATER OTHER INCOME	12,949	25,479.43	197	156,431	273,676.95	175	169,388	104,288.95-
51	00	SEWER SALES	541,569	586,588.37	108	5,957,259	6,493,201.47	109	6,498,835	5,633.53
51	*	SEWER SALES	541,569	586,588.37	108	5,957,259	6,493,201.47	109	6,498,835	5,633.53
53	02	SEWER CONN INDIAN HILLS	0	.00		0	2,946.85		0	2,946.85-
59	01	GREASE TRAP PERMITS	547	758.95	139	6,017	8,642.61	144	6,572	2,070.61-
60	00	REUSE WATER SALES	34,329	32,191.25	94	377,619	367,213.94	97	411,955	44,741.06
60	01	REUSE WATER INSTALLATION	618	41.78	7	6,798	8,286.82	122	7,420	866.82-
60	*	REUSE WATER SALES	34,947	32,233.03	92	384,417	375,500.76	98	419,375	43,874.24

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	6,017,299	6,005,073.64	100	66,204,281	68,415,025.25	103	72,221,630	3,806,604.75
340	***	CHARGES FOR SERVICES	6,017,299	6,005,073.64		66,204,281	68,415,025.25		72,221,630	3,806,604.75
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10 00		INTEREST	0	11,913.68		0	77,582.51		0	77,582.51-
10 02		INVESTMENT INTEREST	20,320	71,771.88	353	223,520	686,323.47	307	243,849	442,474.47-
10	*	INTEREST	20,320	83,685.56	412	223,520	763,905.98	342	243,849	520,056.98-
30 00		NET INC/DEC FMV INVESTMNT	0	44,240.42		0	570,657.28		0	570,657.28-
40 00		GAIN/(LOSS) SALE INVEST	0	42.03-		0	245,435.35-		0	245,435.35
40	*	GAIN/(LOSS) SALE INVEST	0	42.03-		0	245,435.35-		0	245,435.35
361	**	INTEREST & OTHER EARNINGS	20,320	127,883.95	629	223,520	1,089,127.91	487	243,849	845,278.91-
362		RENT AND ROYALTIES								
00 00		RENT AND ROYALTIES	0	.00		1,378	1,300.00	94	1,378	78.00
362	**	RENT AND ROYALTIES	0	.00		1,378	1,300.00	94	1,378	78.00
364		DISPOSITION FIXED ASSETS								
00 00		DISPOSITION FIXED ASSETS	0	.06-		0	.06-		0	.06
10 00		GAIN/(LOSS)SALE OF F/A	833	.00		9,163	19,137.54	209	10,000	9,137.54-
364	**	DISPOSITION FIXED ASSETS	833	.06-		9,163	19,137.48	209	10,000	9,137.48-
365		SALE SURPLUS MTRLS &SCRAP								
00 00		SALE SURPLUS MTRLS &SCRAP	265	2,220.00	838	2,915	17,237.88	591	3,180	14,057.88-
365	**	SALE SURPLUS MTRLS &SCRAP	265	2,220.00	838	2,915	17,237.88	591	3,180	14,057.88-
369		OTHER MISC REVENUES								
90 00		OTHER MISC REVENUES	4,308	1,793.19	42	47,388	45,196.21	95	51,705	6,508.79
90	*	OTHER MISC REVENUES	4,308	1,793.19	42	47,388	45,196.21	95	51,705	6,508.79
96 00		INSURANCE REFUND/PROCEEDS	10,315	500.00	5	51,575	67,892.90	132	61,890	6,002.90-
369	**	OTHER MISC REVENUES	14,623	2,293.19	16	98,963	113,089.11	114	113,595	505.89
360	***	MISCELLANEOUS REVENUES	36,041	132,397.08		335,939	1,239,892.38		372,002	867,890.38-
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	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	1,996,987	.00		20,613,687	.00		22,610,689	22,610,689.00
99	*	BALANCE FORWARD	1,996,987	.00		20,613,687	.00		22,610,689	22,610,689.00
389	**	NON OPERATING SOURCES	1,996,987	.00		20,613,687	.00		22,610,689	22,610,689.00
380	***	OTHER SOURCES(NON-REV)	1,996,987	.00		20,613,687	.00		22,610,689	22,610,689.00
FUND TOTAL		WATER/SEWER FUND	8,050,327	6,137,470.72		87,153,907	69,654,917.63		95,204,321	25,549,403.37
GRAND TOTAL			8,050,327	6,137,470.72		87,153,907	69,654,917.63		95,204,321	25,549,403.37

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	13880	12777.60	92	152680	146942.40	96	.00	166565	19622.60	88
11 **	EXECUTIVE SALARIES	13880	12777.60	92	152680	146942.40	96	.00	166565	19622.60	88
12-00	REGULAR SALARIES & WAGES	889848	723074.37	81	10258440	8338645.81	81	.00	11148353	2809707.19	75
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	24884	2351.60	10	54414	81644.52	150	.00	79295	2349.52-	103
12-15	SETTLEMENT WAGES	0	.00	0	0	5130.07	0	.00	0	5130.07-	0
12 **	REGULAR SALARIES & WAGES	914732	725425.97	79	10312854	8425420.40	82	.00	11227648	2802227.60	75
13-00	OTHER SALARIES & WAGES	66962	37380.81	56	562081	474711.40	85	.00	629059	154347.60	76
13 **	OTHER SALARIES & WAGES	66962	37380.81	56	562081	474711.40	85	.00	629059	154347.60	76
14-00	OVERTIME	67775	56992.94	84	643271	723950.06	113	.00	711090	12860.06-	102
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	67775	56992.94	84	643271	723950.06	113	.00	711090	12860.06-	102
15-00	SPECIAL PAY	1935	50.00	3	5445	1775.00	33	.00	7381	5606.00	24
15 **	SPECIAL PAY	1935	50.00	3	5445	1775.00	33	.00	7381	5606.00	24
20-00	CLOTHING/SHOE ALLOWANCE	1981	335.00	17	21431	21100.00	99	.00	23420	2320.00	90
20 **	CLOTHING/SHOE ALLOWANCE	1981	335.00	17	21431	21100.00	99	.00	23420	2320.00	90
21-00	FICA TAXES	80492	62707.76	78	881872	737006.25	84	.00	962405	225398.75	77
21 **	FICA TAXES	80492	62707.76	78	881872	737006.25	84	.00	962405	225398.75	77
22-00	RETIREMENT CONTRIBUTIONS	129030	120426.46	93	1413780	1337332.64	95	.00	1542849	205516.36	87
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	436	392.05	90	4796	4508.73	94	.00	5237	728.27	86
22 **	RETIREMENT CONTRIBUTIONS	129466	120818.51	93	1418576	1341841.37	95	.00	1548086	206244.63	87
23-00	INSURANCES	4065	2778.16	68	44625	29690.34	67	.00	48723	19032.66	61
23-02	RETIREES OTHER INSURANCES	12884	7425.40	58	141724	117077.51	83	.00	154616	37538.49	76
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	235210	189546.34	81	2587310	1995596.97	77	.00	2822567	826970.03	71
23-05	HEALTH RETIREES 50%	1206	.00	0	13266	8943.20	67	.00	14478	5534.80	62
23-06	HEALTH RETIREES 100%	3577	.00	0	39347	28618.24	73	.00	42928	14309.76	67
23-07	DENTAL INSURANCE	11017	7375.67	67	121187	86403.03	71	.00	132239	45835.97	65
23-08	VISION INSURANCE	2060	1563.44	76	22660	16798.04	74	.00	24749	7950.96	68
23-09	LONG TERM DISABILITY	3093	2836.27	92	34023	30473.21	90	.00	37176	6702.79	82
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	273112	211525.28	78	3004142	2313600.54	77	.00	3277476	963875.46	71
24-00	WORKER'S COMPENSATION	43609	63255.23	145	478529	353915.09	74	.00	522179	168263.91	68
24 **	WORKER'S COMPENSATION	43609	63255.23	145	478529	353915.09	74	.00	522179	168263.91	68
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	6645.03	73	.00	10000	3354.97	67
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	6645.03	73	.00	10000	3354.97	67
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	14050	11300.00	80	154550	114469.00	74	.00	168600	54131.00	68
27 **	BENEFIT OFFSET	14050	11300.00	80	154550	114469.00	74	.00	168600	54131.00	68
31-00	PROFESSIONAL SERVICES	32281	4957.90	15	383022	98140.93	26	56778.75	415306	260386.32	37
31-01	LEGAL EXPENSES	33816	7358.00	22	384776	76977.31	20	78676.54	418600	262946.15	37
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	30697	176743.79	576	1588552	1063872.03	67	442923.58	1620628	113832.39	93
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	96794	189059.69	195	2356350	1238990.27	53	578378.87	2454534	637164.86	74
32-00	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
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	94223	32378.16	34	1647549	1272587.37	77	181091.95	1741790	288110.68	84
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	94223	32378.16	34	1647549	1272587.37	77	181091.95	1741790	288110.68	84
39-00	CONTINGENCY	167105-	.00	0	245062	.00	0	.00	77969	77969.00	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	167105-	.00	0	245062	.00	0	.00	77969	77969.00	0
40-00	TRAVEL AND PER DIEM	1430	.00	0	14766	2910.36	20	.00	16238	13327.64	18
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1430	.00	0	14766	2910.36	20	.00	16238	13327.64	18
41-00	COMMUNICATION	11551	14696.93	127	252351	153545.30	61	50759.43	263907	59602.27	77
41 **	COMMUNICATION	11551	14696.93	127	252351	153545.30	61	50759.43	263907	59602.27	77
42-00	FREIGHT & POSTAGE SERVICE	1147	192.37	17	11138	3618.97	33	.00	12315	8696.03	29
42 **	FREIGHT & POSTAGE SERVICE	1147	192.37	17	11138	3618.97	33	.00	12315	8696.03	29
43-00	ELECTRIC/WATER/SEWER	23975	328794.08	1371	1932630	1829454.53	95	107641.63	1956634	19537.84	99
43 **	ELECTRIC/WATER/SEWER	23975	328794.08	1371	1932630	1829454.53	95	107641.63	1956634	19537.84	99
44-00	RENTAL AND LEASES	5595	.00	0	89985	60604.34	67	.00	95601	34996.66	63
44-21	DUKE ENERGY-GENERATOR	0	36140.00	0	433680	325260.00	75	108420.00	433680	.00	100
44 **	RENTAL AND LEASES	5595	36140.00	646	523665	385864.34	74	108420.00	529281	34996.66	93
45-00	INSURANCE	0	.00	0	705688	710093.72	101	.00	705688	4405.72-	101
45 **	INSURANCE	0	.00	0	705688	710093.72	101	.00	705688	4405.72-	101
46-00	REPAIRS & MAINTENANCE	459928	584824.11	127	6215395	5346223.37	86	758742.38	6675339	570373.25	92
46-02	REPAIR/MAINT BUILDING	498-	754.00	151-	122728	58339.78	48	39494.46	122244	24409.76	80

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
46-03	REPAIR/MAINT-VEHICLES	31870	22448.80	70	287398	187523.07	65	213.56	319302	131565.37	59
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	491300	608026.91	124	6625521	5592086.22	84	798450.40	7116885	726348.38	90
47-00	PRINTING & BINDING	715	407.00	57	7065	6640.00	94	.00	7820	1180.00	85
47 **	PRINTING & BINDING	715	407.00	57	7065	6640.00	94	.00	7820	1180.00	85
48-00	PROMOTIONAL ACTIVITIES	1666	2616.09	157	18326	8757.20	48	.00	20000	11242.80	44
48 **	PROMOTIONAL ACTIVITIES	1666	2616.09	157	18326	8757.20	48	.00	20000	11242.80	44
49-00	OTHER CHARGES & OBLIG.	9270	8680.97	94	86970	166077.05	191	8850.00	96268	78659.05-	182
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	6659.04-	0	0	72457.66-	0	.00	0	72457.66	0
49-08	CASH OVER & UNDER	0	13.36-	0	0	215.31-	0	.00	0	215.31	0
49-09	DOCUMENT RECORDING CHGS	861	510.00-	59-	5260	4152.60-	79-	1272.60	6120	9000.00	47-
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.	10131	1498.57	15	92230	89251.48	97	10122.60	102388	3013.92	97
51-00	OFFICE SUPPLIES	1923	3124.81	163	21153	14371.97	68	.00	23114	8742.03	62
51 **	OFFICE SUPPLIES	1923	3124.81	163	21153	14371.97	68	.00	23114	8742.03	62
52-00	OPERATING SUPPLIES	54662	45318.19	83	775932	684089.79	88	43878.05	830613	102645.16	88
52-07	JANITORIAL SUPPLIES	1102	921.59	84	9125	9414.73	103	.00	10240	825.27	92
52-09	CHEMICALS	16801-	420648.26	2504-	5034660	4034654.12	80	731805.73	5017868	251408.15	95
52-30	FUEL OIL & LUBRICANTS	55194	37133.06	67	646224	365902.51	57	1165.73	701457	334388.76	52
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	94157	504021.10	535	6465941	5094061.15	79	776849.51	6560178	689267.34	90
53-00	ROAD MATERIALS/SUPPLIES	109	.00	0	39419	27952.28	71	2576.99	39549	9019.73	77

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
53 **	ROAD MATERIALS/SUPPLIES	109	.00	0	39419	27952.28	71	2576.99	39549	9019.73	77
54-00	MEMBERSHIP/PUBLICATIONS	352	.00	0	41380	35409.18	86	.00	41754	6344.82	85
54 **	MEMBERSHIP/PUBLICATIONS	352	.00	0	41380	35409.18	86	.00	41754	6344.82	85
55-00	TRAINING	1211-	1187.56-	98	51690	19525.52	38	6080.62	50491	24884.86	51
55-01	EDA PROGRAM	416	586.89	141	4576	3066.57	67	.00	5000	1933.43	61
55 **	TRAINING	795-	600.67-	76	56266	22592.09	40	6080.62	55491	26818.29	52
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	281435	24070.29	9	3126899	312407.09	10	3231.28	3408357	3092718.63	9
56 **	TECHNOLOGY SYSTEMS	281435	24070.29	9	3126899	312407.09	10	3231.28	3408357	3092718.63	9
59-00	DEPRECIATION EXPENSE	0	267.20	0	0	267.20	0	.00	0	267.20-	0
59 **	DEPRECIATION EXPENSE	0	267.20	0	0	267.20	0	.00	0	267.20-	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	2624	.00	0	35864	.00	0	.00	38490	38490.00	0
62 **	BUILDINGS	2624	.00	0	35864	.00	0	.00	38490	38490.00	0
63-00	INFRASTRUCTURE	202905	29839.04	15	4572956	239919.42	5	592567.46	4775857	3943370.12	17
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	202905	29839.04	15	4572956	239919.42	5	592567.46	4775857	3943370.12	17
64-00	MACHINERY & EQUIPMENT	174101	34225.75	20	1989322	639186.23	32	217130.34	2163441	1307124.43	40
64-15	IT HARDWARE	106253	.00	0	594404	254220.80	43	367952.00	678158	55985.20	92
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	280354	34225.75	12	2583726	893407.03	35	585082.34	2841599	1363109.63	52
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

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
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	635596.55-	0	.00	0	635596.55	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	635596.55-	0	.00	0	635596.55	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-32	LEASED ASSET-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
72-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	3100	2350.00	76	.00	3100	750.00	76
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	0	.00	0	3100	2350.00	76	.00	3100	750.00	76
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	1100	1200.00	109	.00	1200	.00	100
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	1200.00	109	.00	1200	.00	100
91-01	TO GENERAL FUND (001)	22092	62368.00	282	40275	62368.00	155	.00	62368	.00	100
91-02	TO GEN FUND ROI (001)	587997	587997.58	100	6467967	6467973.38	100	.00	7055971	587997.62	92
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE (424)	773343	4016697.00	519	18819354	19592697.00	104	.00	19592697	.00	100

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
91-25	TO RESTRCTD ASSET (425)	643	598578.49	3092	7134059	6539960.53	92	.00	7134706	594745.47	92
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (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	1384075	5265641.07	380	32461655	32662998.91	101	.00	33845742	1182743.09	97
94-01	TXFR TO GF OH ALLOC (001)	0	632527.58	0	7590331	6957803.38	92	.00	7590331	632527.62	92
94 **	INTERFUND TRANSFER	0	632527.58	0	7590331	6957803.38	92	.00	7590331	632527.62	92
95-01	TXFR TO GF 6% PLOFF (001)	0	143350.08	0	1720201	1576850.88	92	.00	1720201	143350.12	92
95 **	NONOPERATING	0	143350.08	0	1720201	1576850.88	92	.00	1720201	143350.12	92
FUND 421	TOTAL ********* WATER/SEWER FUND	4427488	9152845.15	207	90796926	73161170.33	81	3801253.08	95204321	18241897.59	81
GRAND	TOTAL *********	4427488	9152845.15	207	90796926	73161170.33	81	3801253.08	95204321	18241897.59	81

FY 2023 Budget by Classification Report - Summary Listing

8/31/2023

Target for August 2023 is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,187,717	$ -	$ 2,121,578	$ 66,139	97%
CHARGES FOR SERVICES	$ -	$ -	$ (1,122)	$ 1,122	100%
INTERGOVERNMENTAL/GRANT	$ 938,000	$ -	$ 50,000	$ 888,000	5%
MISCELLANEOUS	$ 5,137	$ -	$ 63,008	$ (57,871)	1227%
OTHER SOURCES (NON-REVENUE)	$ 378,824	$ -	$ -	$ 378,824	0%
REVENUE TOTALS	**$ 3,509,678**	**$ -**	**$ 2,233,464**	**$ 1,276,214**	**64%**
EXPENSE					
SALARIES AND BENEFITS	$ 673,366	$ -	$ 471,934	$ 201,432	70%
OPERATING EXPENDITURES	$ 937,310	$ 106,589	$ 310,293	$ 520,428	44%
CAPITAL OUTLAY	$ 1,597,770	$ 127,423	$ 267,040	$ 1,203,308	25%
OTHER SOURCES (NON-REVENUE)	$ 301,232	$ -	$ 276,430	$ 24,802	92%
EXPENSE TOTALS	**$ 3,509,678**	**$ 234,011**	**$ 1,325,696**	**$ 1,949,970**	**44%**
REVENUE TOTALS	**$ 3,509,678**	**$ -**	**$ 2,233,464**	**$ 1,276,214**	**64%**
EXPENSE TOTALS	**$ 3,509,678**	**$ 234,011**	**$ 1,325,696**	**$ 1,949,970**	**44%**
	$ -	**$ (234,011)**	**$ 907,767**	**$ (673,756)**	

*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	51,086	.00		2,031,394	1,986,941.13	98	2,082,485	95,543.87
23	02	DELINQUENT TAX	0	567.27-		0	1,733.84-		0	1,733.84
23	03	PENALTIES	0	13.52-		0	4,900.20		0	4,900.20-
23	04	TAX CERTIFICATES	11,692	.00		93,536	131,470.64	141	105,232	26,238.64-
23	*	STORMWATER	62,778	580.79-	1	2,124,930	2,121,578.13	100	2,187,717	66,138.87
325	**	SPECIAL ASSESSMENT	62,778	580.79-	1	2,124,930	2,121,578.13	100	2,187,717	66,138.87
320	***	OTHER PERMITS & FEES	62,778	580.79-		2,124,930	2,121,578.13		2,187,717	66,138.87
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
36	35	US1/FOREST AV S/W FACILTY	40,000	.00		80,000	.00		120,000	120,000.00
36	36	N FSK S/W PND FLOAT WTLND	256,000	.00		512,000	.00		768,000	768,000.00
36	*	STORMWATER MANAGEMENT	296,000	.00		592,000	.00		888,000	888,000.00
334	**	STATE GRANT	296,000	.00		592,000	.00		888,000	888,000.00
338		SHARED REVENUE LOCAL UNIT								
10	05	SAVE OUR INDIAN RVR LAGN	16,667	50,000.00	300	33,334	50,000.00	150	50,000	.00
10	*	SHARED REV - BREVARD CTY	16,667	50,000.00	300	33,334	50,000.00	150	50,000	.00
338	**	SHARED REVENUE LOCAL UNIT	16,667	50,000.00	300	33,334	50,000.00	150	50,000	.00
330	***	INTERGOVERNMENTAL REVENUE	312,667	50,000.00		625,334	50,000.00		938,000	888,000.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	4.77		0	1,122.38-		0	1,122.38
91	*	STORMWATER FEES	0	4.77		0	1,122.38-		0	1,122.38
343	**	PHYSICAL ENVIRONMENT	0	4.77		0	1,122.38-		0	1,122.38
340	***	CHARGES FOR SERVICES	0	4.77		0	1,122.38-		0	1,122.38

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
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	2,999.90		4,737	34,891.49	737	4,737	30,154.49-
10 02	INVESTMENT INTEREST	0	285.64		0	2,001.89		0	2,001.89-
10 10	SBA	0	20.15		0	181.50		0	181.50-
10 *	INTEREST	0	3,305.69		4,737	37,074.88	783	4,737	32,337.88-
30 00	NET INC/DEC FMV INVESTMNT	0	269.16		0	3,847.76		0	3,847.76-
40 00	GAIN/(LOSS) SALE INVEST	0	.17-		0	1,655.47-		0	1,655.47
40 *	GAIN/(LOSS) SALE INVEST	0	.17-		0	1,655.47-		0	1,655.47
361 **	INTEREST & OTHER EARNINGS	0	3,574.68		4,737	39,267.17	829	4,737	34,530.17-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	20,387.50		0	20,387.50-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	.00		363	3,353.17	924	400	2,953.17-
369 **	OTHER MISC REVENUES	33	.00		363	3,353.17	924	400	2,953.17-
360 ***	MISCELLANEOUS REVENUES	33	3,574.68		5,100	63,007.84		5,137	57,870.84-
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	20,050	.00		358,764	.00		378,824	378,824.00
99 *	BALANCE FORWARD	20,050	.00		358,764	.00		378,824	378,824.00
389 **	NON OPERATING SOURCES	20,050	.00		358,764	.00		378,824	378,824.00
380 ***	OTHER SOURCES(NON-REV)	20,050	.00		358,764	.00		378,824	378,824.00
FUND TOTAL	STORMWATER UTILITY	395,528	52,998.66		3,114,128	2,233,463.59		3,509,678	1,276,214.41
GRAND TOTAL		395,528	52,998.66		3,114,128	2,233,463.59		3,509,678	1,276,214.41

REPORT SELECTIONS

Fiscal year . . . . . : 2023
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	34060	20226.06	59	375396	298986.46	80	.00	409466	110479.54	73
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	92	.00	0	276	368.67	134	.00	369	.33	100
12 **	REGULAR SALARIES & WAGES	34152	20226.06	59	375672	299355.13	80	.00	409835	110479.87	73
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	573	962.09	168	6303	6156.96	98	.00	6887	730.04	89
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	573	962.09	168	6303	6156.96	98	.00	6887	730.04	89
15-00	SPECIAL PAY	0	25.00	0	0	50.00	0	.00	0	50.00-	0
15 **	SPECIAL PAY	0	25.00	0	0	50.00	0	.00	0	50.00-	0
20-00	CLOTHING/SHOE ALLOWANCE	70	.00	0	770	600.00	78	.00	840	240.00	71
20 **	CLOTHING/SHOE ALLOWANCE	70	.00	0	770	600.00	78	.00	840	240.00	71
21-00	FICA TAXES	2630	1581.00	60	28930	23178.37	80	.00	31561	8382.63	73
21 **	FICA TAXES	2630	1581.00	60	28930	23178.37	80	.00	31561	8382.63	73
22-00	RETIREMENT CONTRIBUTIONS	3792	2875.23	76	41712	37049.41	89	.00	45510	8460.59	81
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3792	2875.23	76	41712	37049.41	89	.00	45510	8460.59	81
23-00	INSURANCES	119	81.48	69	1309	1060.03	81	.00	1437	376.97	74
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	9216	4920.04	53	101376	60662.84	60	.00	110599	49936.16	55
23-07	DENTAL INSURANCE	353	238.04	67	3883	2469.36	64	.00	4241	1771.64	58
23-08	VISION INSURANCE	70	42.62	61	770	481.83	63	.00	840	358.17	57
23-09	LONG TERM DISABILITY	121	82.14	68	1331	1071.63	81	.00	1462	390.37	73
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	9879	5364.32	54	108669	65745.69	61	.00	118579	52833.31	55
24-00	WORKER'S COMPENSATION	4412	6363.11	144	48532	35998.34	74	.00	52954	16955.66	68
24 **	WORKER'S COMPENSATION	4412	6363.11	144	48532	35998.34	74	.00	52954	16955.66	68
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	600	200.00	33	6600	3800.00	58	.00	7200	3400.00	53
27 **	BENEFIT OFFSET	600	200.00	33	6600	3800.00	58	.00	7200	3400.00	53
31-00	PROFESSIONAL SERVICES	18118	1441.20	8	210070	50312.55	24	76123.68	228187	101750.77	55
31-01	LEGAL EXPENSES	41	.00	0	451	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	18159	1441.20	8	210521	50312.55	24	76123.68	228687	102250.77	55
34-00	CONTRACT SERVICES	5260	2985.14	57	92958	54517.11	59	20439.75	98221	23264.14	76
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	5260	2985.14	57	92958	54517.11	59	20439.75	98221	23264.14	76
39-00	CONTINGENCY	24615	.00	0	280260	.00	0	.00	304885	304885.00	0
39 **	CONTINGENCY	24615	.00	0	280260	.00	0	.00	304885	304885.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2607	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	2607	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	0	90.56	0	2076	679.31	33	1396.67	2076	.02	100
41 **	COMMUNICATION	0	90.56	0	2076	679.31	33	1396.67	2076	.02	100
42-00	POSTAGE & FREIGHT	41	.00	0	451	46.92	10	.00	500	453.08	9
42 **	POSTAGE & FREIGHT	41	.00	0	451	46.92	10	.00	500	453.08	9
43-00	ELECTRIC/WATER/SEWER	204	1057.32	518	14796	10786.75	73	1705.30	15000	2507.95	83

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	204	1057.32	518	14796	10786.75	73	1705.30	15000	2507.95	83
44-00	RENTALS AND LEASES	208	.00	0	2288	3063.02	134	.00	2500	563.02-	123
44 **	RENTALS AND LEASES	208	.00	0	2288	3063.02	134	.00	2500	563.02-	123
45-00	INSURANCE	0	.00	0	14568	14681.78	101	.00	14568	113.78-	101
45 **	INSURANCE	0	.00	0	14568	14681.78	101	.00	14568	113.78-	101
46-00	REPAIRS & MAINTENANCE	8643	6746.74	78	92225	102329.77	111	5386.60	100870	6846.37-	107
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	8976	2773.73	31	98603	27165.57	28	.00	107592	80426.43	25
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	17619	9520.47	54	190828	129495.34	68	5386.60	208462	73580.06	65
47-00	PRINTING & BINDING	41	.00	0	451	219.44	49	.00	500	280.56	44
47 **	PRINTING & BINDING	41	.00	0	451	219.44	49	.00	500	280.56	44
49-00	OTHER CHARGES & OBLIG.	746	.00	0	2414	3162.39	131	.00	3163	.61	100
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	108.16-	0	0	2574.30-	0	.00	0	2574.30	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.	746	108.16-	15-	2414	588.09	24	.00	3163	2574.91	19
51-00	OFFICE SUPPLIES	41	103.70	253	451	215.15	48	.00	500	284.85	43
51 **	OFFICE SUPPLIES	41	103.70	253	451	215.15	48	.00	500	284.85	43
52-00	OPERATING SUPPLIES	886-	125.45	14-	6848	3331.68	49	1411.88	5970	1226.44	80
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	3426	2155.67	63	37686	37780.02	100	.00	41118	3337.98	92
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	2540	2281.12	90	44534	41111.70	92	1411.88	47088	4564.42	90

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
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	0	.00	0	650	650.00	100	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	0	.00	0	650	650.00	100	.00	750	100.00	87
55-00	TRAINING	400	.00	0	4282	1395.52	33	125.00	4800	3279.48	32
55 **	TRAINING	400	.00	0	4282	1395.52	33	125.00	4800	3279.48	32
56-15	IT-RELATED OPERATING EXP	438	230.00	53	2316	2530.00	109	.00	2760	230.00	92
56 **	TECHNOLOGY SYSTEMS	438	230.00	53	2316	2530.00	109	.00	2760	230.00	92
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	4538-	14812.60	326-	635893	267039.67	42	78073.58	631358	286244.75	55
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	40000	.00	0	80000	.00	0	.00	120000	120000.00	0
63-36	N FSK S/W PND FLOAT WTLND	256000	.00	0	512000	.00	0	.00	768000	768000.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	291462	14812.60	5	1227893	267039.67	22	78073.58	1519358	1174244.75	23
64-00	MACHINERY & EQUIPMENT	2787-	.00	0	81195	29062.42	36	49349.00	78412	.58	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	2787-	.00	0	81195	29062.42	36	49349.00	78412	.58	100
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	29062.42-	0	.00	0	29062.42	0
69 **	PROPRIETARY FUND	0	.00	0	0	29062.42-	0	.00	0	29062.42	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
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)	1278	3610.00	283	2333	3610.00	155	.00	3610	.00	100
91-21	TO WATER SEWER (421)	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	1278	3610.00	283	2333	3610.00	155	.00	3610	.00	100
94-01	TXFR TO GF OH ALLOC (001)	0	24801.83	0	297622	272820.13	92	.00	297622	24801.87	92
94 **	INTERFUND TRANSFER	0	24801.83	0	297622	272820.13	92	.00	297622	24801.87	92
FUND 423	TOTAL ********* STORMWATER UTILITY	416610	98422.59	24	3092682	1325696.38	43	234011.46	3509678	1949970.16	44
GRAND	TOTAL *********	416610	98422.59	24	3092682	1325696.38	43	234011.46	3509678	1949970.16	44

Legislation Details (With Text)

File #:	23-598	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/20/2023			**In control:**	City Council
On agenda:	9/26/2023			**Final action:**	
Title:	City Council Bi-Weekly Report, September 8 - September 21, 2023. (City Manager)..End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council Update Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 20, 2023
Agenda Date: September 26, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
City Council Bi-Weekly Report, September 8 - September 21, 2023. (City Manager)

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

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Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: September 8 – September 21, 2023

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 7 received/ 6 closed out - $0 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
  - 23-052: Dispatcher/Communications Officer, Police/Communications
  - 23-060: Facility Attendant (Part-Time), Comm & Economic Dev/Leisure Services
  - 23-050: Firefighter (EMT), Fire/Operations
  - 23-057: Heavy Equipment Operator, Utilities/Water Field Operations
  - 23-071: Industrial Electrician I/II, Utilities/Dyal Water Treatment Plant
  - 23-046: Instrumentation Technician, Utilities/Dyal Water Treatment Plant
  - 23-006: Maintenance Worker I, Utilities/Water Field Operations
  - 23-035: Maintenance Worker I, Utilities/Sewer Field Operations
  - 23-082: Maintenance Worker I, Utilities/Dyal Water Treatment Plant
  - 23-004: Maintenance Worker II, Public Works/Stormwater & Streets
  - 23-049: Police Officer, Police/Administration
  - 23-011: Police Officer Trainee, Police/Administration
  - 23-105: School Crossing Guard, Police/Administration
  - 23-017: Volunteer Citizens Observer Program (VCOP), Police/Administration
- New employees

    - Debra Harris – Senior Staff Accountant, Finance/General Accounting, September 18, 2023
- Recent promotions
    - Derek Schneble – Supervisor III, Utilities/Water Field Operations, September 4, 2023
- Key retirements
    - N/A

Communication and Economic Development

- New news releases:
    - Proposals Now Being Accepted for 603 Brevard Ave. In Cocoa Village
    - City of Cocoa Plants 24 Trees in Bracco Park as Part of Urban and Community Forestry Grant
    - Cocoa Mayor Blake Elected as 1st VP for the Florida League of Cities
- Media Stories:
    - Cocoa Village Plans to Transform Parking Lot
    - City of Cocoa Closed Wednesday, Sand Piles Placed Around City Ahead of Hurricane Idalia
    - Cocoa Offers Downtown Property for Mixed-Use Redevelopment
    - Delannoy Avenue Sidewalk in Cocoa Village to Close for Renovation Starting Monday, Aug. 21
    - Cocoa Police Host Chief's Watch Meeting Tonight at Florida National Guard Armory
    - Cocoa Police K-9 'Maverick' Helps Capture Fleeing Felon in the Woods
- Upcoming Events:
    - Centennial Celebration for the Harry T. Moore Center – December 2, 2023, 5-8p
- Social media/e-newsletter statistics
    - Facebook
        - Post reach: 19,985
        - Post engagement: 5,281
        - Followers: 15,115
    - Twitter
        - Impressions: 7,140
        - Followers: 3,156
    - LinkedIn
        - Post impressions: 943
        - Followers: 1,129
    - NextDoor
        - Impressions: 1,550
        - Members: 4,129
    - September e-newsletter (Sent 9/1/23)
        - Sent to 673 contacts
        - 46% open rate (average open rate for e-mail marketing in 2022 is 17%)

- Next printed FYI Newsletter mails October 1, 2023.
- Upcoming special events at Leisure Services facilities:
  - **Annual Alzheimer's Association Walk to End Alzheimers**
    - September 23, 2023, 8am-12pm
    - Riverfront Park and Cocoa Village
  - **Deuterman Productions Presents Taking Back Sunday in Concert**
    - September 29, 2023, 5-9p
    - Riverfront Park
  - **Historic Cocoa Village Main Street – Under the Harvest Moon Sip & Stroll**
    - September 30, 2023, 5-9p
    - Cocoa Village

Community Services - update 9/20/23 (September 1-19)

- Building construction updates
  - Cirrus Apartments ~75% complete
  - Orchid Lake Apartments – 30% complete
- New businesses – September 1-15
  - D1 – 1
  - D2 – 4
  - D3 – 1
  - D4 – 0
  - 11 Full Time / 4 Part Time employees added City-wide
- Permit/Inspection stats
  - 15 permits issued September 1-19 (1312 since January 2023)
  - 206 inspections September 1-19 (3361 since January 2023)
  - 120 permits under review

Finance

- Bid issued for 630 Brevard development that closes on 12/15.
- Undergoing interim audit.
- Preparing for year-end tasks that must be done for the next 5-6 months to prepare financial statements.
- Preparing final budget agenda item for millage and budget adoption effective 10/1.
- Completing paperwork to provide further utility assistance to economically-challenged utility customers through Florida Dept. Of Commerce ARPA funding that must be spent by 9/30.
- Working on ClearGov budget document in the next 3 months to provide transparency and be able to apply for the GFOA Budget Award.
- Purchasing is reviewing purchase orders to close-out prior to doing encumbrance rollover on 9/30.

- Final pay period for FY23 will be on 10/6. Payroll is preparing for fiscal year-end payroll reporting.

Fire Department

- Call stats
  - Percentage of Total Incidents (01/01/23 to 09/06/23)
    - 33% FIRE
    - 67% EMS
    - 4,122 INCIDENTS
  - FireBlast training trailer remains at PRIDE getting body work completed.
  - Chief Hennessey and Chief Lamm attended the Cyber Security exercise on 9/15/23 (Emergency Management).
  - Chief Hennessey, Chief Bragg, and Lieutenant Houyouse attended compliance certification for NFPA 1851 PPE care and maintenance.
  - Multiple Public Relations events attended by crews.

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department Updated 9/06/23

- Activity/Event highlights
  - Fentanyl Summit 8/21
  - Meeting with State Attorney Archer 08/30
  - Roundtable ref. Homelessness in the village 8/31
  - CRIMES meeting 8/23
  - Executive Session Meeting 8/22
  - BPTC Advisory Board Meeting 8/24
  - Chief's Community Watch Meeting (District 2)/Florida National Guard Armory 8/28
  - Uniform Arrest Affidavit Meeting 8/29
  - Homicide update 9/5
  - Gilmore Park meeting discussion 9/5

- New project/training updates
  - None

- Chief's walk highlights
  - None

- Community engagement highlights/events
  - None

- Call stats-Crime Stats: January 1, 2023- September 4, 2023 (For comparison purposes January 1, 2022- September 4, 2022, data is also included)

  - Property Crimes Offenses have decreased by 3%.
  - Violent Crime Offenses increased by 3% compared to YTD 2022.
  - Overall, crime offenses have decreased by 2%.
  - Calls for Service increased 1% (50,355 in 2022 compared to 50,998 in 2023)

- Code Enforcement stats/highlights/Activity:

Active Cases	230
Complied Cases	119
Code Board Cases scheduled for	7
Snipe Signs Pulled	43

Highlights:

- Finishing Abatements for overgrowth since last report
- Working multiple issues in the village
- Sweeping Virginia Park (Jackson & Aurora)

Other Facts:

- Still Working with DEP and Building Dept. on the development of the property at the corner of Dixon and Indian River Drive

Public Works

- Major project updates

    - Fiske and Broadmoor Acres – City Manager signed the contract modification with FEMA for additional funding
    - Parks Projects
        - Provost – Received GMP for the proposal for the Provost Park Project
- Work order stats (received/closed)
    - 133 received
    - 138 closed
    - Residential Bulk Green Waste Requests: 25
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
    - FDOT
        - SR 524 PD&E Study (437983-1) – In Progress
        - SR 501 Safety Project (447085-1) – Construction June 2023
        - SR 528 Widening and Reconstruction (407402-3) – In Design
        - SR 520 Safety Project Cox to Aurora (445689-1) - Construction July 2023
        - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
    - Brightline/FEC
        - Testing is in progress

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations - August
    - Issued Work Orders – 1,526
    - Completed Work Orders – 1,926
    - Hydrants Flushed – 447
    - Valves Exercised – 405
    - Utility Locate Requests – 1,754