City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, September 12, 2023

6:00 PM

Cocoa City Council Chambers

City Council

I. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 23-552 Approval of the September 12, 2023 Regular City Council meeting agenda as written or with amendments.

Attachments: 09-12-2023 Short Agenda ADA.pdf

MINUTES:

II.2 23-553 Approval of the August 8, 2023 Regular Meeting minutes as written or with amendments.

Attachments: 08-08-2023 Minutes ADA.pdf

Exhibit A - Cocoa Grand - 4th Addendum to Binding Development Agreement.p

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 23-478 To Approve Task Order No. 2024-35 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2024 Budget

Attachments:
- TO-JACOBS 2024-35 $434,676.00 - UT-DYAL.pdf
- TO 2024-35 Cocoa Pr Mgt FY24 for Water Supply and Water Treatment Suppoı
- Jacobs AGREEMENT - 11.13.19.pdf
- Jacobs AGREEMENT-1ST AMENDMENT - 12.13.22.pdf
- TRACK SHEET.pdf
- COI Jacobs EXP 07.01.24.pdf

V.2 23-491 To Approve Task Order No. 2024-34 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2024 Budget

Attachments:
- Task Order 2024-34 (Jacobs).pdf
- Task Order 2024-34 FY24 WFO and CCC Assistance Final.pdf
- RFQ-20-03-COC AGREEMENT.pdf
- Jacobs 1st Amendment to Continuing Services Agmt.pdf
- Jacobs COI Exp 7-1-24.pdf
- TRACK SHEET.pdf

V.3 23-506 Approve Task Order 2024-37 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2024-36 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2024 Budget (Utilities Director)

Attachments:
- TO-2024-37 Jacobs-$694,429.00-UT-Eng.pdf
- Task Order 2024-37 Cocoa Program Management FY 2024 for OR Projects.pdf
- TO-Jacobs-$308840-Utilities-Eng-eform revised 8_14_23.pdf
- TO 2024-36 Cocoa Plan Review, Permit Assist, Utility Support-Rev1.pdf
- AGREEMENT.pdf
- AGREEMENT-1ST AMENDMENT.pdf
- COI - Expires 07.01.2024.pdf
- TRACK SHEET.pdf

V.4 23-512 Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) dated October 1, 2021 to September 30, 2024, amending Article 28 Wages for Fiscal Year 2024.

Sponsors: Director

Indexes: PBA

Attachments: MOU PBA FY24 WAGES (City Council September 12).docx

V.5 23-518 Approve the revised collective bargaining agreement between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, amending Article 29 Wages for Fiscal Year 2024.

Sponsors: Director

Indexes: IAFF; labor union; Labor; Union

Attachments: IAFF Contract Oct 1 21 to Sept 30 24 With new FY24 Wages (FINAL).pdf

V.6 23-523 To Approve a Resolution Amending the FY23 Budget (BAF#23-111-T) in the amount of $340,000.00.

Attachments: FY23 Misc Duke Bills.xlsx

New Duke Estimate for FY23 (Through June Bills).msg

Budget Resolution FY 2023- 095 ADA Compliant.docx

BAF-23-111-T-UT-Duke Energy (9-12-23) Agenda 23-523.pdf

V.7 23-525 To Approve Addendum #1 to Task Order 2023-26 (TO 2023-26.1) with Jacobs Engineering for additional utility support related to cost estimating of customer connections to the city water and sewer system, Project No. WS1221 (Utilities Director)

Attachments: TO-JACOBS 2023-26.1 $10,050.00 - UT ENGIN.pdf

TO 2023-26 FY23 Cocoa Program Plan Review Perm Assist Utility Support - Ad

AGREEMENT.pdf

12_13_2022_1st Amendment to Continuing Services Agmt.pdf

COI - Expires 07.01.2024.pdf

TRACK SHEET.pdf

V.8 23-528 Approve a Resolution Amending the FY23 Budget, BAF#23-113-T and Approve a Change Order of $25,000 for PO# 80367 for Fisher and Phillips, LLP., related to legal fees.

Sponsors: Director

Attachments: Budget Resolution FY 2023-096 ADA Compliant.docx

BAF 23-113-T-AD-Legal Fees (9-12-23) Agenda 23-528.pdf

V.9 23-533 To Approve Task Order Amendment 2021-01.2 with Danus Utilities, Inc. for the S.R. 528 Force Main Relocation Work, Project No. WS21FM, and Approve a Resolution Amending the FY23 Budget, BAF#23-119-T in the amount of $7,361. (Utilities Director)

Attachments: TO-DANUS 2021-01.2 $7,361.00 - UT.pdf
Change Order #002 (WS21FM)_8-21-23 draft.pdf
AGREEMENT.pdf
COI Cocoa 2023-24.pdf
Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-119-T-UT-Forced Main (9-12-23) Agenda 23-533.pdf

V.10 23-534 Approval to dissolve the City of Cocoa Employee Sick Leave Bank and return sick leave accrual hours to the 65 current members.

Attachments: City Manager Memo.pdf
09-28-93 Agenda Item.pdf

V.11 23-543

MULTI-YEAR CONTRACTS:

V.12(b) 23-431

Approve Participation in a Multi-Year Piggy-Back Agreement with W&J Construction Corporation for Construction Manager at Risk Services Utilizing Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025, subject to the City Manager and the City Attorney finalizing and approving the form of the contract; Authorize the City Manager to Execute the Piggyback Agreement, in a form acceptable to the City Attorney and any Amendments and Renewals Under the Existing Contract. Approve a Resolution Amending the FY23 Budget, BAF#23-115-A to Fund the Project and Grant the City Manager the Authority to Adjust Account Lines with the Schedule of Values. Authorize the City Manager to Approve a Task Order in a form acceptable to the City Attorney & Purchase Order to W&J Construction Corporation for the Guaranteed Maximum Price (GMP) of $1,889,004. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Orders not to exceed $80,000.

Attachments:

081023 - W&J - Provost Park GMP - $1,889,004.pdf

PARTIALLY EXECUTED Standard Form for Piggyback Contract No. RFQ 6-22-Cocoa_BC_WJ_Piggyback.pdf

RFQ-6-22-05 Notice of Award.pdf

RFQ 6-22-05 - CMR Contract-WJ-FULLY-EXECUTED.pdf

Budget Resolution FY 2023- ADA Compliant.pdf

BAF 23-115-A-FN-Provost Park AFBP21 (9-12-23) Agenda 23-431.pdf

Construction Contingency Resolution.docx

V.13(b) 23-468

Approve Multi-Year Piggyback agreements for Fire Equipment sales, service, and supplies with Ten-8 Fire and Safety LLC, Technical Rescue.com, North American Fire Equipment Company(NAFECO), Municipal Equipment Company LLC, Municipal Emergency Services(MES) Inc, Medline Industries Inc, Life-Assist Inc, Henry Schein, Fisher Scientific Company, Bennett Fire Products Company, and All Safe Industries utilizing the Lake County contract awards #22-730A to 22-730K through July 31, 2025, Authorize the City Manager to execute amendments and extensions.

Attachments:

Standard Form for Piggyback Contract No. 22-730F.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730E .p
PARTIALLY EXECUTED Revised Standard Form for Piggyback Contract No. 2
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730K.p
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730J.p
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730I.pd
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730H.p
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730G.p
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730C.p
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730A.p
22-730A(all Safe Industries).pdf
22-730B(Bennett Fire Products Company).pdf
22-730C(Fisher Scientific Com).pdf
22-730D(henry Schein).pdf
22-730E(Life-Assist).pdf
22-730F(Medline).pdf
22-730G(MES).pdf
22-730H(MECO).pdf
22-730I(NAFECO).pdf
22-730J(Technical Rescue.com).pdf
22-730K(Ten-8).pdf

V.14(b) 23-488 To Approve Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR).

Attachments:
TO- JACOBS 2023-33 $147,898.00 - UT-ENGIN.pdf
Jacobs TO 2023-33 Proposal.pdf
Jacobs CSA Agreement.pdf
Jacobs CSA Agreement-1st Amendment EXP 2.4.25.pdf
RFQ 20-03-COC Track Sheet.pdf
COI Jacobs EXP 07.01.24.pdf

VI. PUBLIC HEARINGS:

VI.1 23-526 Conduct a Public Hearing on the Tentative Millage Rate and Tentative FY24 Budget and:

Adopt Resolution No. 2023-093 adopting a tentative millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024.

Adopt Resolution No. 2023-094 adopting the FY2024 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024.

Attachments:
FY 24 Tentative Budget - Summary.pdf
Resolution Tentative Millage Rate 2023-093.doc
Resolution Tentative Budget 2023-094.doc
Florida Today Proof 9-12 Hearing.pdf

VI.2 23-544 Adopt on **Second and Final Reading** Ordinance 15-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel totaling 6.61 acres from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling), with the condition that the maximum density of the property shall be 4 dwelling units per acre.

Attachments:
Ordinance No 15-2023 _ Rezoning McKnight Property to City RU-2-15 (1).pdf
Exhibit A - location Map Jim McKnight.pdf
Exhibit B - Zoning map Jim McKnight.pdf
Exhibit C - FLU Map Jim McKnight.pdf
Exhibit D - Application Jim McKnight.pdf
Exhibit F - City Council Sept 12 Legal Ad.pdf

VI.3 23-545 Adopt on **Second and Final Reading** Ordinance 16-2023 of a Land Development Code Amendment to amend the list of permitted uses related to restaurants in the M-2 District..

Attachments:
Ordinance No. 16-2023.pdf
Exhibit A - Zoning Map Pint Pistol.pdf
Exhibit B - FLU Map Pint Pistol.pdf
Exhibit C - Application Pint Pistol.pdf
Exhibit D - Ordinance 04-2019 (Amending Appendix A_ Indoor Shooting Range
Exhibit E - City Council Sept 12 Display Legal Ad.pdf

VI.4 23-546 Adopt on **Second and Final Reading** Ordinance 18-2023, a Zoning Text Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District and to amend the list of permitted and special exception uses in the South End Subdistrict of the Cocoa Waterfront Overlay District.

Attachments:
Ordinance No. 18-2023 _ LDC Text Amendment _ 915 Florida Ave.pdf
Exhibit A - Edited Regulating Plan Map August 2023.pdf
Exhibit B - Excerpts of 2022 CRA Plan 1.pdf
Exhibit C - School Board Letter.pdf
Exhibit D - Legal Ad.pdf

VI.5 23-547 Adopt on **Second and Final Reading** Ordinance 19-2023, a Zoning Text Amendment regarding height and placement of Visual screens, including fences and walls, for certain residential uses.

Attachments:
Exhibit A - Ordinance No. 19-2023 - Zoning Text Amend Visual Screens v2.pdf
Exhibit B - Legal Ad.pdf
Visual Aid - Ordinance 19-2023.pdf

VI.6 23-548 Adopt on **Second and Final Reading** of Ordinance 07-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; amending figure FLU-1 set forth in the Future Land Use element to provide the RU-1-7 Zoning District as an allowable Zoning District in the Medium Density Residential Future Land use category and to provide the Institutional Zoning District as an allowable Zoning District in multiple Future Land Use categories.

Attachments:
Ordinance 07-2023.pdf
Exhibit A - RU-1-7 zoned parcels.pdf
Exhibit B - MDR FLU in conflict.pdf
Exhibit C - Figure FLU-1.pdf
Exhibit D - Legal Ad.pdf

VI.7 23-549 Adopt on **Second and Final Reading** Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment to the Transportation Element and Capital Improvements Element, removing minimum level of service standards for State Road 524.

Attachments: Ordinance No. 14-2023 Level of Service SR 524
SR524 trips.pdf
LOS.pdf
Cocoa 23-02ESR - Proposed Review
Legal Ad.pdf

VII. COUNCIL BUSINESS:

VII.1 23-554 Council authorization to hold a community meeting to discuss the ongoing challenges at Gilmore Family Park on Prospect Avenue and potential opportunities for the parcel.

Attachments: Gilmore Family Park.docx

VIII. CITY BUSINESS:

VIII.1 23-522 To Approve a Resolution Amending the FY23 Budget (BAF#23-110-ITF) in the amount of $60,000.00; To Approve the Corresponding Change Order #1 for P.O. 80244 with Connect Consulting, Inc. in the Amount of $60,000.00.

Attachments: Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-110-ITF-UT-Ground Wells (9-12-23) Agenda 23-522.pdf
80244 Connect Consulting Inc..pdf
FY 2023 Aug 23 Pay App - PO 80244_200.12.pdf
Connect - MSA Professional Hydrogeological Services.doc.pdf
RENEWAL LETTER - CONNECT CONSULTING EXP 2-21-2024.pdf
FULLY EXECUTED 2nd AmendmentContract No. RFSQ-CD-20-31MB.pdf
FULLY EXECUTED Standard Form for New Piggyback Contract No. (RFSQ-CD
Labor Rate Schedule- EXHIBIT C- RFSQ-CD-20-31.pdf

IX. INFORMATIONAL AGENDA:

IX.1 23-537 This is an informational item to update City Council about Budget Adjustment #23-116-A, for the waterfront demolition from Hurricanes Ian and Nicole.

Attachments: BAF 23-116-A-PW-Hurricane Nicole Dayslips (12-13-22) Agenda 22-717.pdf

IX.2 23-551 City Council Bi-Weekly Report, August 18 - September 7, 2023. (City Manager)

Attachments: Council bi-weekly report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	23-552	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/6/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Approval of the September 12, 2023 Regular City Council meeting agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-12-2023 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2023
Agenda Date: September 12, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through:
Requested Action:
Approval of the September 12, 2023 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approval of the September 12, 2023 Regular City Council meeting agenda as written or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: September 12, 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 12, 2023. (23-552)

2. Minutes: (a) Regular Meeting of August 8, 2023. (23-553)

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

This Agenda may be Amended up until or at the Meeting

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

V. Consent Agenda:

(A) General Consent Items:

1. To Approve Task Order No. 2024-35 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2024 Budget. (23-478). (Utilities Director)

2. To Approve Task Order No. 2024-34 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2024 Budget. (23-491). (Utilities Director)

3. Approve Task Order 2024-37 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2024-36 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2024 Budget. (23-506). (Utilities Director)

4. Approve the revised collective bargaining agreement between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) dated October 1, 2021 to September 30, 2024, amending Article 28 Wages for Fiscal Year 2024. (23-512). (Administrative Services Director)

5. Approve the revised collective bargaining agreement between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, amending Article 29 Wages for Fiscal Year 2024. (23-518). (Administrative Services Director)

6. To Approve a Resolution Amending the FY23 Budget (BAF#23-111-T) in the amount of $340,000.00. (23-523). (Utilities Director)

7. To Approve Addendum #1 to Task Order 2023-26 (TO 2023-26.1) with Jacobs Engineering for additional utility support related to cost estimating of customer connections to the city water and sewer system, Project No. WS1221. (23-525). (Utilities Director)

8. Approve a Resolution Amending the FY23 Budget, BAF#23-113-T and Approve a Change Order of $25,000 for PO# 80367 for Fisher and Phillips, LLP., related to legal fees. (23-528). (Administrative Services Director)

9. To Approve Task Order Amendment 2021-01.2 with Danus Utilities, Inc. for the S.R. 528 Force Main Relocation Work, Project No. WS21FM, and Approve a Resolution Amending the FY23 Budget, BAF#23-119-T in the amount of $7,361. (23-533). (Utilities Director)

10. Approval to dissolve the City of Cocoa Employee Sick Leave Bank and return sick leave accrual hours to the 65 current members. (23-534). (Administrative Services Director)

11. Authorize the City Manager to renew a maintenance agreement to provide critical IT infrastructure, pending the Adoption of the FY24 Budget. (23-543). (Chief Technology Officer)

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

(B) Multi-Year Contracts:

12. Approve Participation in a Multi-Year Piggy-Back Agreement with W&J Construction Corporation for Construction Manager at Risk Services Utilizing Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025; Authorize the City Manager to Execute the Piggyback Agreement and any Amendments and Renewals Under the Existing Contract. Approve a Resolution Amending the FY23 Budget, BAF#23-115-A to Fund the Project and Grant the City Manager the Authority to Adjust Account Lines with the Schedule of Values. Authorize the City Manager to Approve a Task Order & Purchase Order to W&J Construction Corporation for the Guaranteed Maximum Price (GMP) of $1,889,004. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Orders not to exceed $80,000. (23-431). (Interim Public Works Director)

13. Approve Multi-Year Piggyback agreements for Fire Equipment sales, service, and supplies with Ten-8 Fire and Safety LLC, Technical Rescue.com, North American Fire Equipment Company(NAFECO), Municipal Equipment Company LLC, Municipal Emergency Services(MES) Inc, Medline Industries Inc, Life-Assist Inc, Henry Schein, Fisher Scientific Company, Bennett Fire Products Company, and All Safe Industries utilizing the Lake County contract awards #22-730A to 22-730K through July 31, 2025, Authorize the City Manager to execute amendments and extensions. (23-468). (Fire Chief)

14. To Approve Multi-Year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR). (23-488). (Utilities Director)

VI. Public Hearings:

1. Conduct a Public Hearing on the Tentative Millage Rate and Tentative FY24 Budget and Adopt Resolution No. 2023-093 adopting a tentative millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024; Adopt Resolution No. 2023-094 adopting the FY2024 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024. (23-526). (Finance Director)

2. Adopt on Second and Final Reading Ordinance 15-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel totaling 6.61 acres from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling), with the condition that the maximum density of the property shall be 4 dwelling units per acre. (23-544). (Community Services Director)

3. Adopt on Second and Final Reading Ordinance 16-2023 of a Land Development Code Amendment to amend the list of permitted uses related to restaurants in the M-2 District. (23-545). (Community Services Director)

4. Adopt on Second and Final Reading Ordinance 18-2023, a Zoning Text Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District and to amend the list of permitted and special exception uses in the South End Subdistrict of the Cocoa Waterfront Overlay District. (23-546). (Community Services Director)

5. Adopt on Second and Final Reading Ordinance 19-2023, a Zoning Text Amendment regarding height and placement of Visual screens, including fences and walls, for certain residential uses. (23-547). (Community Services Director)

6. Adopt on Second and Final Reading of Ordinance 07-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; amending figure FLU-1 set forth in the Future Land Use element to provide the RU-1-7 Zoning District as an allowable Zoning District in the Medium Density Residential Future Land use category and to provide the Institutional Zoning District as an allowable Zoning District in multiple Future Land Use categories. (23-548). (Community Services Director)

7. Adopt on Second and Final Reading Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment to the Transportation Element and Capital Improvements Element, removing minimum level of service standards for State Road 524. (23-549). (Community Services Director)

VII. Council Business:

1. Council authorization to hold a community meeting to discuss the ongoing challenges at Gilmore Family Park on Prospect Avenue and potential opportunities for the parcel. (23-554). (Community Services Director)

VIII. City Business:

1. To Approve a Resolution Amending the FY23 Budget (BAF#23-110-ITF) in the amount of $60,000.00; To Approve the Corresponding Change Order #1 for P.O. 80244 with Connect Consulting, Inc. in the Amount of $60,000.00. (23-522). (Utilities Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. City Council update about Budget Adjustment #23-116-A, for the waterfront demolition from Hurricanes Ian and Nicole. (23-537). (Interim Public Works Director)

2. City Council Bi-Weekly Report, August 18 - September 7, 2023. (23-551). (City Manager)

X. Reports:

XI. Adjournment:

This Agenda may be Amended up until or at the Meeting

XII. Notice To The Public:

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

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

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

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or

questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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

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

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	23-553	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	9/6/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Approval of the August 8, 2023 Regular Meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-08-2023 Minutes ADA.pdf Exhibit A - Cocoa Grand - 4th Addendum to Binding Development Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2023
Agenda Date: September 12, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through:
Requested Action:
Approval of the August 8, 2023 Regular Meeting minutes as written or with amendments.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approval of the August 8, 2023 Regular Meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

August 8, 2023

A Regular City Council Meeting was held on Tuesday, August 8, 2023, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:05 p.m.

Gerald Norris provided the invocation and Lt. Paul Kamus led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Interim City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Dyal	Councilmember (via phone)
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	Interim City Clerk

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Charlene Neuterman, Community Services Director; Tammy Gemmati, Administrative Services Director; Evander Collier, Chief of Police; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Jonathan Lamm, Fire Chief; Mitchell Lawyer, Systems and Support Manager; Gail Bantugan, Leisure Services Manager; Lisa Richardson, Help Desk Support Tech; and Jason Dowty, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 8, 2023. (23-473)

2. Minutes: Special Meeting of July 10, 2023 (23-474)
Special Meeting of July 11, 2023 (23-476)

*** MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn, to approve the agenda for the Regular meeting of August 8, 2023 as amended to add Council Business item VIII.4.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the minutes for the Special meeting of July 10, 2023 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Goins; Seconded by Mayor Blake, to approve the minutes for the Special meeting of July 11, 2023 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

IV. Delegations:

Frank Manfredi, 1209 N. Indian River Dr., Cocoa, also speaking on behalf of his wife, Donna Manfredi, discussed a property owned by Aleck Greenwood near where his home is located. He explained that Mr. Greenwood came to him to ask for his permission to drop invasive tree branches temporarily on his property. Mr. Manfredi and his wife agreed, but quickly learned that the entire property was being cleared. Both Mayor Blake and Deputy Mayor Hearn came out to the property to observe what was going on and Code Enforcement was contacted.

Code Enforcement came out within a few hours and shut the project down. It is now a muddy eyesore and a hazard. He has lived on this street for many years and is concerned about flooding taking place. He has come here tonight to petition the Council and the appropriate agencies to conduct the proper studies into this project.

In response to a comment made by Mr. Manfredi, Councilmember Goins wished to state, for the record, that neither he nor his business, ABC Land Clearing, has any interest or financial gain in this project and they are not involved in it at all.

Anita Gibson, 451 Stone St., Cocoa, wished to be in the loop of hiring more police officers. She hopes that progress will continue to be made and more families can be helped.

Jonnah Buchanan, 2821 N. Indian River Dr., Cocoa, shared that her and her husband have roots in Cocoa and she taught for many years at Saturn Elementary. She shared that she has great news about the new school they opened in January and they are getting ready to start their first full year on Monday. They will be serving sixty-five families and they are very excited about it. She talked about their legacy program and what sets them apart from other schools.

Janice Smith, 2107 Clairemont Dr., Cocoa, asked for extra time so she could speak on behalf of her husband as well. She explained that she was deeply disturbed by what happened at the last Council meeting. She feels that the comments made by Mr. Greenwood towards Councilmember Koss were disrespectful and hurtful.

She talked about Mr. Greenwood's project on Dixon Blvd. and her concerns regarding the flooding. She talked about the underground streams that come from the St. Johns River and the issues that will always be reoccurring. She hopes that the Building Department will take careful care to inspect the building that is being developed there.

She added that she is glad that Councilmember Koss asks educated questions and does her research as a representative of a district should. She thinks it is inappropriate the way things have been dragged out in Council meetings and some things should be handled directly and privately.

Scott Billue, 825 Forrest Ave., Cocoa, announced that Matthew's Hope served sixty-eight homeless people today. He asked that if anyone has any contacts for water donations, he would gladly accept them as it has been very hot outside.

Additionally, he talked about two community meetings that were held to address any concerns that any residents may have. The meeting was productive and he pointed out that the people that showed up to participate were in support of their mission and the project.

Lastly, he shared how many meals they have been able to give, how many showers they have offered and other assistance they have been able to provide. He noted that they are now 100% on city water, have transitioned to natural gas and are no longer on septic as they are so close to the river.

Lastly, they will be holding another community meeting on Monday, August 21st at 6pm for anyone who wants to come out and join them.

Deputy Mayor Hearn introduced a young couple and shared that he invited them to the Council meeting this evening to recognize them for securing and rescuing a young child that they found wandering the streets a few days ago.

Councilmember Koss wished to take a moment to thank Ms. Smith for her comments and would just like the personal attacks to end so they can move forward on policies and city business.

Councilmember Goins wished to point out that while he does not necessarily support what Mr. Greenwood said at the last meeting, he does have the right to come and speak his mind, just as anyone does, even if it's negative. He feels that it is the nature of the beast when you are an elected official. He added that he has met with both Ms. Smith and Mr. Greenwood on separate occasions and they know how he feels about it.

Deputy Mayor Hearn agreed with Councilmember Goins and reiterated that while he does not endorse Mr. Greenwood's statements, he does feel that everyone has a right to speak what's on their mind.

Mayor Blake added that all members of Council have experienced personal attacks from members of the public and all they can do is focus on the positive and move forward.

V. Consent Agenda:

(A) General Consent Items:

1. Council Approval to Apply for the Institute of Police Technology and Management (IPTM) Florida Department of Transportation (FDOT) High Visibility Enforcement Effort (HVE) Grant and Approval for the City Manager to Enter into a Memorandum of Understanding with IPTM. (23-376). (Chief of Police)

2. Council consideration and Public Comment on the use of the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $15,572. (23-453). (Chief of Police)

3. Approval of the requested street closures changes for the calendar year 2023. (23-457). (Director of Communication and Economic Development)

4. Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2023 through September 30, 2024, with an estimated annual premium of $230,787, and one-year renewal option through September 30, 2025, pending approval of the FY2024 budget. (23-459). (City Manager)

5. Approve a Resolution, Amending the FY23 Budget, BAF#23-102-IFT, for the Utility and Stormwater Departments share of the Fleet Vehicle Wash System. (23-467). (City Manager)

(B) Multi-Year Contracts:

6. Authorize the City Manager to execute a 3-year contract to provide critical IT infrastructure, pending the Adoption of the FY24 Budget. (23-466). (Chief Technology Officer)

*** This item is confidential and not for public release per FS 119.0725.**

7. Approve a Resolution Amending the FY23 Budget, BAF # 23-104-T to purchase Information Technology critical infrastructure. (23-475). (Chief Technology Officer)

*** This item is confidential and not for public release per FS 119.0725.**

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at Tax ID # 2424920 (Parcel ID 24-36-32-75-23-13), be reduced to $2,000.00 as recommended by the Code Enforcement Board. (23-463). (Chief of Police)

*** MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve the Code Lien reduction as recommended by staff.**

AYES: Blake, Dyal, Koss

NAYES: Hearn, Goins

THE MOTION CARRIED (3-2)

2. Approve the current Code Enforcement Lien for the property located at 2744 Cherbourg Rd., be reduced to $5,000.00 as recommended by the Code Enforcement Board. (23-465). (Chief of Police)

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Code Lien reduction as recommended by staff, with discussion.**

City Attorney Garganese provided clarification in regard to a question posed by Councilmember Koss. He explained that the lien runs with the property and not with the owner.

Chief Collier added that when quick claim deeds happen, it is not the responsibility of the home owner to disclose that there are liens on the property. It is the responsibility of the person interested in purchasing the property to do their own due diligence.

AYES: Blake, Dyal, Goins, Koss

NAYES: Hearn

THE MOTION CARRIED (4-1)

VIII. City Business:

1. Approve a Resolution Amending the FY23 Budget, BAF# 23-101-IFT (2), recognizing revenue from FEMA's increased project funding and assigning the expenditures for the increased cost. Authorize the City Manager to execute the

contract modification with FEMA for additional funding of the Broadmoor Acres / Fiske Boulevard Drainage Improvements project. FEMA's Federal Share of 75% is $4,103,261.25, and the City's 25% cost share is $1,367,753.75 totaling $5,471,015. Authorize the City Manager to request and execute a time extension for this contract agreement. (23-469). (Interim Public Works Director)

City Manager Whitten provided a brief background on the item, sharing that on June 1, 2021, City Council authorized the City Manager to execute the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project.

On August 4, 2022, the City of Cocoa held the Bid Opening for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project (FEMA-DR-4337-FL). The City received two bids. One bid was a notice of "No Bid" and the other bid came in at $4,997,446.30. As recommended by FEMA, the City reposted the bid on August 30, 2022.

On October 14, 2022, there was another public bid opening. For a second time, the City received a single bid of $5,471,014.80. This is nearly a 10% increase in less than 90 days and a nearly 77% increase in the original project cost estimate, which was based on current industry rates specific to this region. It is apparent that escalating prices have driven this project's cost up.

On June 28, 2023 FEMA approved the City's request for additional funding. A 10% project contingency has also been allocated to the budget lines in the amount of $547,102. The Total Project Budget with Contingency is $6,018,117. Public Works will return to City Council to Award the Bid and Contingency Resolution.

Additionally, at the Council's Budget Workshop on July 10, 2023, Council prioritized funding this project over the Dixon and Indian River Drive improvements.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Koss, to approve the resolution and authorize the City Manager to execute the contract modification with FEMA and to request and execute a time extension for the contract agreement.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Preliminary Assessment Resolution 2023-082 for Fire Protection, for Fiscal Year 2024. (23-470). (Finance Director)

Ms. Bowman explained that this is an annual item that is brought forward. This Resolution is proposing a three percent rate increase and staff is requesting approval of the item.

City Manager Whitten elaborated on what the funds cover, such as the debt towards the new fire department facilities, operations, equipment, property taxes, etc.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins, to approve the Preliminary Assessment Resolution 2023-082 for Fire Protection for FY24.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the Preliminary Assessment Resolution 2023-083 for Stormwater Utility Services, Fiscal Year 2024. (23-471). (Finance Director)

Ms. Bowman provided a brief background on the item, explaining that at the July 10, 2023 Budget Workshop, City Council approved the recommendation by Stantec and City Staff, to build in a 4% increase to Stormwater Rates within the FY 2024 Budget. Therefore, the proposed FY24 assessment rates for single-family parcels are inclusive of a 4% increase based on three tiers.

The final approved rates are submitted to the Brevard County Tax Collectors for the purpose of collecting the stormwater assessment on the annual non-ad valorem assessment portion of the 2023 annual property tax bill, no later than September 15, 2023.

Ms. Bowman also shared the proposed FY24 assessment rate for non-single-family parcels.

The revenue sufficiency study updated and conducted this Fiscal Year, indicate the need for a 4% increase to the Stormwater Assessment Rates in FY 2024, and 4% increase each year thereafter. The maximum residential assessment for Tier 1, $102.09, Tier 2, $157.06 and Tier 3, $273.29, with the maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake, to approve the Preliminary Assessment Resolution 2023-083 for Stormwater Utility Services for FY24.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consideration of Fourth Addendum to Binding Development Agreement for Cocoa Grand to amend certain conditions related to buffer walls and fencing. (23-479). (City Manager)

Ms. Neuterman provided a presentation[1] to review the conditions included in the Fourth Addendum. She pointed out that while staff is in support of most of the changes, a chain link fence was installed without a permit and so staff is not supportive of this particular request.

Kim Rezanka, Lacey, Lyons and Rezanka, LLC, shared that the chain link fence has been removed and the developer is willing to put in the proper fence. She shared other updates that have happened with the project since the last time it was brought before the City Council.

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve the Fourth Addendum to the Binding Development Agreement, to include staff's recommendations but to deny approval of the chain link fence along the northern boundary of the multi-family zoned portion of the property.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Update on Budget Adjustment #23-090-A, for the Florida Department of Environmental Protection, SLFRF Grant. (23-464). (Interim Public Works Director)

X. Reports:

Councilmember Goins noted that he received a petition of about twenty-five signatures from people who live near Factory Street for speed humps. There have been a lot of speeders in the area and the residents are concerned.

Additionally, he shared some photos from recent events he attended.

[1] Exhibit A: Cocoa Grand – 4th Addendum to Binding Development Agreement Presentation

City Manager Whitten gave several shout-outs to several local organizations and individuals who have donated to children for the upcoming school year. He shared that $3,000 dollars was raised for kids who need glasses and over 100 backpacks were given away for the school supply drive in addition to other supplies.

Councilmember Koss announced that she will be attending the next Matthew's Hope community meeting on August 21st and apologized for not making their ribbon cutting event for the new showers.

She shared some photos from recent events she attended and shared information about a "Spanish on Zoom" program.
Lastly, she pointed out that Starcom's Headquarters will be coming to Florida's Space Coast.

Deputy Mayor Hearn talked about traffic control and new techniques that can be used to monitor this. He reminded everyone to be careful on the roads with the new school year approaching.

He mentioned the Employee Appreciation event coming up on Saturday, August 12th and thanked staff for everything they do.

Mayor Blake reminded everyone to empty any trash cans without lids or any pots they have outside as we are experiencing a lot of rain and malaria is prevalent in the area.

He noted that he, along with Deputy Mayor Hearn and Councilmember Goins will be attending the Florida League of Cities conference later this week.
Mayor Blake asked Matthew's Hope and their staff to stand and be recognized for all the good they are doing in the community.

Lastly, Mayor Blake shared several photos from recent events he attended.

XI. Adjournment:

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to adjourn the Regular meeting of August 8, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:44 p.m.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk
(Transcribed by M. Arsenault, Asst. City Clerk)

Cocoa Grand – 4th Addendum to Binding Development Agreement

- Consideration of 4th Addendum to amend certain conditions related to buffer walls and fencing.
- Developer seeks an addendum to change the requirements related to amenities, buffer wall and fence.
- Change #1
  - Developer wishes to remove the buffer wall requirement on the south and construct an opaque wood or vinyl fence. ***Staff concurs with this request.***
- Change #2
  - Developer wishes to install a chain link fence instead of a wood/vinyl fence on the northern boundary of the property. Chain link was installed without approval or a building permit. ***Staff is not supportive of this request.***

- ***The addendum attached DOES NOT include the approval of the chain link fence along the northern boundary.***

Cocoa Grand – 4th Addendum to Binding Development Agreement

Chain Link Fence

Opaque/Vinyl Fence



Legislation Details (With Text)

File #:	23-478	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/7/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	To Approve Task Order No. 2024-35 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2024 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2024-35 $434,676.00 - UT-DYAL.pdf TO 2024-35 Cocoa Pr Mgt FY24 for Water Supply and Water Treatment Support_signed.pdf Jacobs AGREEMENT - 11.13.19.pdf Jacobs AGREEMENT-1ST AMENDMENT - 12.13.22.pdf TRACK SHEET.pdf COI Jacobs EXP 07.01.24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 7, 2023
Agenda Date: September 12, 2023
Prepared By: James Mitchell, Water Treatment Manager (Interim)
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 2024-35 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2024 Budget

BACKGROUND:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System, and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered into on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms.

On December 13, 2022, City Council approved the first amendment of the current agreement which initiated the first two-year renewal option, extending the term of the agreement through February 4,

2025.

Proposed Task Order No. 2024-35 covers the period from date of October 1, 2023 through September 30, 2024 with the following engineering services:

Task 1 - Project Management, Engineering and Operations Support

Jacobs will provide project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems.

Task 2 - SCADA, Process Control Systems and Instrumentation Support

Jacobs will provide project management, engineering and operations support of the Dyal Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process control systems, network and server systems, and instrumentation.

Task 3 - Computerized Maintenance Management System (CMMS) Support

Jacobs will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history.

Staff recommends approval of Task Order No. 2024-35 for $434,676.00 with the Jacobs Engineering Group, pending approval of the FY2024 Budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$434,676.00
Account Number	421-4020-536.31-03
Account Name	Engineering Services
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order No. 2024-35 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2024 Budget

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Water Supply and Water Treatment Support	2024-35
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/07/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,676.00

Vendor Name: Jacobs Engineering Group Inc. (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020/Utilities Dyal

Project Name: Project Management, SCADA & CMMS Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR)funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment.
Task 1- Project Management, Engineering and Operations Support
Task 2- SCADA, Process Control Systems and Instrumentation Support
Task 3-CMMS Support

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: 2024-35

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

DRAFT
City of Cocoa
Task Order 2024-35

FY 2024 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment. This task order is intended to include the estimated level of effort to provide the services described above on a time and materials basis compensation method for the period from October 1, 2023 through September 30, 2024. Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment on December 22, 2022.

Scope of Services

Task 1 – Project Management, Engineering and Operations Support

JACOBS will provide project management, engineering and operations support to Dyal Treatment Plant staff for both capital and renewal and replacement (R&R) projects related to the water supply and water treatment systems. JACOBS will prepare for and attend an initial FY2024 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will also provide support to aid in resolving operations and water quality issues at the plant and distribution system as well as implementation of any efficiency approaches including those identified in the 2018 Capital Plan. JACOBS will also provide construction support services as necessary including submittal review, inspection, and coordination. JACOBS will coordinate and perform the Task 1 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep the City appraised of any concerns on budget once the work plan is complete.

Task 2 – SCADA, Process Control Systems and Instrumentation Support

JACOBS will provide project management, engineering and operations support of the Dyal Treatment Plant Supervisory Control and Data Acquisition (SCADA) system, process control systems, network and server systems, and instrumentation. The SCADA system is the main control system for the water treatment plant, wellfield, and distribution pump stations. JACOBS will prepare for and attend an initial FY2024 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 2 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City appraised of any concerns on budget once the work plan is complete.

Task 3 – CMMS Support

JACOBS will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history. JACOBS will prepare for and attend an initial FY2024 work planning meeting with plant management staff and then develop a work plan based on the outcome of the meeting. JACOBS will provide support services for tasks outlined in the work plan. JACOBS will coordinate and perform the Task 3 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will keep City appraised of any concerns on budget once the work plan is complete.

Assumptions

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

- The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

- JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.

- Deliverables will be provided in electronic format with no hard copies. Hard copy deliverables can be provided at additional cost.

- Work under Task 2 and Task 3 may be performed via a remote connection or partially performed in a JACOBS office with final installation onsite as determined by the city.

- All deliverables will be submitted as draft for City of Cocoa review and comments. City of Cocoa will provide written review comments for draft deliverables within two calendar weeks, or deliverable will be considered acceptable as submitted. Comments received will be addressed and a final document issued.

- JACOBS consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes JACOBS responsible for the performance, operation or security of Client's System. JACOBS makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, JACOBS cannot and does not provide any representation, warranty or guarantee that its services will ensure the Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and JACOBS' services do not in any way relieve the Client of any responsibility for the protection, firewalling and/or overall security of the Client's System. JACOBS shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold JACOBS harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Schedule

This Task Order covers the period from date of October 1, 2023 through September 30, 2024.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 - Project Management, Engineering and Operations Support	1,004	$169,404
TASK 2 - SCADA, Process Control Systems and Instrumentation Support	1,000	$200,232
TASK 3 – CMMS Support	440	$59,040
EXPENSES & SUBCONSULTANTS	N/A	$6,000
Grand Total		$434,676

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By _____
Francois Didier Menard

Title Vice President

Date August 07, 2023

City of Cocoa
FY2024 Engineering Services for the Water System
Water Supply and Water Treatment Support
Task Order 2024-35
Labor Hour Breakdown

		Per Diem Schedule Description										
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Junior Project Engineer/Scientist/Consultant	Engineering Intern	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$95.00	$85.00		
1	PROJ MGT, ENG, AND OPERATIONS SUPPORT											
		276		20	324	24	280	80			1,004	$169,404
										Task Subtotals	**1,004**	**$169,404**
2	SCADA, PROCESS CONTROL SYSTEMS AND INSTRUMENTATION SUPPORT											
		144	80	680		96					1,000	$200,232
										Task Subtotals	**1,000**	**$200,232**
3	CMMS SUPPORT											
				20	20	240		160			440	$59,040
										Task Subtotals	**440**	**$59,040**
										Labor Total	**2,444**	**$428,676**
										Expenses		**$6,000**
										Subcontracts		**$0**
										Task Order Total		**$434,676**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

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

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

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

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

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the 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 the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer 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, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at 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 Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the 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.

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

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

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

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

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

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

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

Continuing Service Agreement Track Shee

RFQ-20-03-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Engineering Services for Water System

Department: Utilities

Task Orders Issued 63

Start Date: 2/5/2020

End Date: 2/4/2025

Extension

Total Task Orders:	$7,312,106.85
Paid:	$5,034,336.13
Encumbered:	$1,471,672.72

Contract	RFQ-20-03-COC	Vendo	Jacobs Engineering	Expire	2/4/2025	$7,312,106.85	$5,034,336.13	$1,471,672.72
Task Order	Task Details			Approved	Status	Task Order Amt.	Paid	Encumbered
2020-01	Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76256-40438; Notes: Liquidated $22,949.04, Amount Paid $173,387.96, PO # [DK-			2/13/2020	Complete	$339,431.00	$173,387.96	$0.00
2020-01.1	Reduction in time required for Task due to COVID-19 delays; Requested by Shawny Weston; Project # WS13BC; PO/RQ#: 76256-40438;			9/3/2020	Complete	($143,094.00)	$0.00	$0.00
2020-01.1	Liquidated; Requested by Shawny Weston				Complete	($22,949.04)	$0.00	$0.00
2020-02	FY2020 Cross Connection Control Program Assistance; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Task Order Approved amount is $124,902 but PO was only issued for $93,677.00 [DK-03/22/22]			2/13/2020	Complete	$93,677.00	$45,479.50	$0.00
2020-02.1	Reduction in time required to assist WFO with activities for Task 1, 2, 3 & 4; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Liquidated Amount $28,197.50 [DK-03/22/22]			5/26/2020	Complete	($20,000.00)	$0.00	$0.00
2020-02.1	Liquidated; Requested by Melinda Keesee				Complete	($28,197.50)	$0.00	$0.00

2020-03	FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects; Requested by Katherine Ennis; Project # WS19BO; PO/RQ#: 76255-40441; Notes: Liquidated Balance of $287,624.50 [DK-03/22/22] Original	2/13/2020	Complete	$325,016.00	$37,391.50	$0.00
2020-03 LI	Liquidated; Requested by Katherine Ennis		Complete	($287,624.50)	$0.00	$0.00
2020-04	FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76254-40442; Notes: Liquidated Balance of $33,495.50 [DK-03/22/22]Original Task	2/26/2020	Complete	$178,052.00	$144,556.50	$0.00
2020-04 LI	Liquidated; Requested by Katherine Ennis		Complete	($33,495.50)	$0.00	$0.00
2020-05	FY2020 Water Field Operations (WFO) Support; Requested by Katherine Ennis; PO/RQ#: 76376-40594; Notes: Liquidated balance of $59,634.50 per Melinda [DK-03/22/22]	2/26/2020	Complete	$160,492.00	$70,857.50	$0.00
2020-05.1	Reduction in Time required for Task # 1; Requested by Melinda Keesee; Project # WS136BC; PO/RQ#: 76376-40594;	5/26/2020	Complete	($30,000.00)	$0.00	$0.00
2020-05.1	Liquidated; Requested by Melinda Keesee		Complete	($59,634.50)	$0.00	$0.00
2020-06	FY2020 Water System Program Management Services - Dyal Plant Support; Requested by Shawny Weston; PO/RQ#: 76412-40440; Notes: PO Balance Liquidated $23,711.75 per Shawny 12/07/20, [DK-03/22/22] Original Task Order Amount $168,322.00	2/26/2020	Complete	$168,322.00	$144,610.25	$0.00
2020-06 LI	Liquidated; Requested by Shawny Weston		Complete	($23,711.75)	$0.00	$0.00
2020-07	America's Water Infrastructure (AWIA Section 2013 Compliance Support; Requested by Katherine Ennis; PO/RQ#: 76253-40443; Notes: PO Balance Liquidated $48,379.68 [DK-03/22/22] Original Task Order Amount $188,914.00	2/26/2020	Complete	$188,914.00	$140,534.32	$0.00

2020-07 LI	Liquidated; Requested by Katherine Ennis		Complete	($48,379.68)	$0.00	$0.00
2020-08	Requested TO but never issued (Patrick AFB & Cape Canaveral AFS Water Utility Privatization); Requested by Jack Walsh Notes: Never Issued "$976,932.00"		Cancelled	$0.00	$0.00	$0.00
2020-09	Corrosion Control Study; Requested by Peter Davis; Project # WS19CF; PO/RQ#: 76439-40701; Notes: PO Balance Liquidated $13,366.46 [DK-03/22/22] Original Task Order Amount $111,058.00	4/8/2020	Complete	$111,058.00	$97,691.54	$0.00
2020-09 LI	Liquidated; Requested by Peter Davis		Complete	($13,366.46)	$0.00	$0.00
2020-10	Assistance & Support for SCADA; Requested by Shawny Weston; PO/RQ#: 76569-40860; Notes: PO Balance Liquidated $65,010.48 per Shawny [Dk-03/22/22] Original Task Order Amount $175,000.00	1/22/2020	Complete	$175,000.00	$109,989.52	$0.00
2020-10 LI	Liquidated; Requested by Shawny Weston		Complete	($65,010.48)	$0.00	$0.00
2020-11	Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP facilities and systems.; Requested by Shawny Weston; Project # WS20DM; PO/RQ#: 76986-41449;	8/26/2020	Complete	$143,094.00	$142,048.00	$0.00
2020-11 LI	Liquidated; Requested by Shawny Weston		Complete	($1,046.00)	$0.00	$0.00
2020-12	Update of Fixed Assets and Systems Data; Requested by Jack Walsh; Project # WS21FA; PO/RQ#: 76942-41400; Notes: PO Balance Liquidated $27,419.00 [DK-3/22/22]Original Task Order Amount $58,321.00	8/26/2020	Complete	$58,321.00	$30,902.00	$0.00
2020-12 LI	Liquidated; Requested by Jack Walsh		Complete	($27,419.00)	$0.00	$0.00

2021-13	FY21 Engineering Services for Water System Program Management Services - Water Supply; Requested by Shawny Weston; PO/RQ#: 77434-41950;	10/27/2020	Complete	$374,708.00	$374,708.00	$0.00
2021-13.1	Support Services for upgrades to SCADA servers; Requested by Sean McFarland; PO/RQ#: 77434-41950; Notes: City Manager signed proposal on 07/15/21. [DK-03/23/22]	7/13/2015	Complete	$65,000.00	$49,261.15	$0.00
2021-13.1	Liquidated; Requested by Sean McFarland		Complete	($15,738.85)	$0.00	$0.00
2021-14	FY21 Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77279-41814; Notes: Liquidated $12.50 per ICORF dated 09/12/22. See requ folder	9/23/2020	Complete	$178,052.00	$178,039.50	$0.00
2021-14 LI	Liquidated; Requested by Katherine Ennis		Complete	($12.50)	$0.00	$0.00
2021-15	FY21 Engineering Services for the Water System Program Mnagement Services for Cocoa Utilities Operating Revenuw Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77309-41885;	9/23/2015	Complete	$453,926.00	$413,870.54	$0.00
2021-15 LI	Liquidated; Requested by Katherine Ennis		Complete	($40,055.46)	$0.00	$0.00
2021-16	FY21 WFO Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 77426-41873; Notes: PO Balance Liquidated $56,667.27 [DK-03/22/22]Original Task Order Amount $224,883.00	10/13/2020	Complete	$224,883.00	$168,215.73	$0.00
2021-16 LI	Liquidated; Requested by Melinda Keesee		Complete	($56,667.27)	$0.00	$0.00
2022-17	Program Management & SCADA Services; Requested by Shawny Weston; PO/RQ#: 78697-43602;	9/28/2021	Complete	$374,956.00	$374,952.50	$0.00

2022-17.1	Project Management & SCADA; Requested by Sean McFarland; PO/RQ#: 79774-44900; Notes: Emailed TO to Brian on 06/01/2022 for review and approval. Also asked him to save a copy of the proposal into the Task Order	7/12/2022	Complete	$115,164.00	$108,057.48	$0.00
2022-17.1	Liquidated; Requested by Sean McFarland		Complete	($7,110.02)	$0.00	$0.00
2022-18	FY22 WFO Division Cross Connection Control Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 79012-43961; Notes: 03/01/2023 per email from Melinda K. the remaining balance on this PO $19,302.50 is to be liquidated. Original Task Order	9/14/2021	Complete	$224,850.00	$205,547.50	$0.00
2022-18 LI	Liquidated; Requested by Melinda Keesee		Complete	($19,302.50)	$0.00	$0.00
2022-19	FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support; Requested by Jack Walsh; Project # WS1221; PO/RQ#: 78728-43623; Notes: Liquidated $38,745.00 [DK-10/27/2022]Original Task Order	9/14/2021	Complete	$249,280.00	$210,535.00	$0.00
2022-19 LI	Liquidated; Requested by Jack Walsh		Complete	($38,745.00)	$0.00	$0.00
2022-20	FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 78704-43625;	9/14/2021	Complete	$597,069.00	$395,828.36	$0.00
2022-20 LI	Liquidated; Requested by Katherine Ennis		Complete	($201,240.64)	$0.00	$0.00
2022-21	Viera Booster Station Chloramination Improvements - Permitting & Design; Requested by Shawny Weston; Project # WS21VP; PO/RQ#: 78688-43590; Notes: Liquidated $2,016.50 [DK-10/27/22] Original Task Order	9/28/2021	Complete	$84,494.00	$82,477.50	$0.00
2022-21 LI	Liquidated; Requested by Shawny Weston		Complete	($2,016.50)	$0.00	$0.00

2022-22	FY22 Engineering Services for the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing; Requested by Katherine Ennis; Project # WS21SC; PO/RQ#: 78709-43634;	9/28/2021	Active	$305,867.00	$254,588.56	$51,278.44
2022-23	Elevated Tank Rehabilitation - Design and Bidding Services; Requested by Peter Davis; Project # DYET22; PO/RQ#: 79792-44745; Notes: Task Order # 2022-23 provided to Peter on 04/01/2022 [DK-04/01/22] Estimated Proposal 35,056.00	5/5/2022	Active	$35,056.00	$20,803.50	$14,252.50
2022-24	36" Wm Relocation Seay Ray Drive Bridge (Sykes Creek); Project # WS21SC Notes: Emailed Task Order # to John Perrin [DK-06/06/2022] Per John this will need to be a FY23 Task Order. New Task Order #		Cancelled	$0.00	$0.00	$0.00
2022-25	Viera Pump Station Chlorination Improvements; Requested by David Veloza; Project # WS21VP; PO/RQ#: 80175-45458; Notes: Task Order # 2022-25 emailed to David Veloza [DK-06/29/2022]	9/13/2022	Active	$93,880.00	$10,199.50	$83,680.50
2023-26	FY23 City of Cocoa Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80172-45444; Notes: Emailed TO # 2023-26 to Katie [DK-07/11/2022]	9/13/2022	Active	$249,538.00	$187,811.50	$61,726.50
2023-27	FY23 Engineering Services for the Water System; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80171-45443; Notes: Emailed Task Order # 2023-27 to Katie [DK-07/19/22] Emailed TO to Brian [DK-08/03/22]	9/13/2022	Active	$692,563.00	$407,183.00	$285,380.00
2023-28	FY23 Engineering Services for the Water System; Requested by Sean McFarland; PO/RQ#: 80061-45338; Notes: Task Order # 2023-28 provided to Sean via phone call. [DK-08/02/22]	9/13/2022	Active	$399,726.00	$312,267.72	$87,458.28
2023-28.1	Project Management Serices; Requested by Sean McFarland; PO/RQ#: 80061-1-45338; Notes: TO Amendment emailed to Brian [DK-05/25/2023] To Amendment emailed back to Requestor to get Council Approval	7/11/2023	Active	$85,520.00	$0.00	$85,520.00
2023-29	Sea Ray Drive_Sykes Creek WM Crossing SDC; Requested by John Perrin; Project # WS21SC; PO/RQ#: 80515-45829; Notes: Emailed Task Order # 2023-29 to John Perrin [DK-08/03/2022] Emailed Task Order #2023-29 to Brian [CS-11/23/22]	12/13/2022	Active	$124,519.00	$20,836.50	$103,682.50
2023-30	FY23 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 80496-45805; Notes: emailed Task Order # 2023-30 to Melinda [DK-08/16/2022] emailed Task Order to Brian for approbval [DK-08/19/2022]	9/13/2022	Active	$224,554.00	$121,704.00	$102,850.00

2023-30.0	PO was issued for $10.00 less; Requested by Melinda Keesee		Active	($10.00)	$0.00	($10.00)
2023-30.1	FY23 WFO & Cross Connection Control (CCC) Support Adjustment; Requested by Melinda Keesee Notes: 11/14/2022 emailed Task Order Amendment to Brian [DK-11/14/2022]		Cancelled	$0.00	$0.00	$0.00
2023-31	Dyal Install New Well 17; Requested by David Veloza; Project # WS20DW; PO/RQ#: 81190-46703; Notes: Task Order # emailed to David [DK-05/18/2023] Emailed Task Order to Lora for Approval. [DK-06/26/2023]	7/11/2023	Active	$227,902.00	$0.00	$227,902.00
2023-32	Dyal WTP SCADA HMI Server; Requested by Katrina Combs; Project # WS18SC; PO/RQ#: 81218-46742; Notes: Emailed Task Order # 2023-32 to Katrina [DK-07/05/2023] Emailed Task Order to Brian for Approval [DK-07/07/2023]	7/25/2023	Active	$367,952.00	$0.00	$367,952.00
2023-33	Carbon Dioxide System Replacement; Requested by Katrina Combs; Project # WS23BR Notes: Emailed Katrina Task Order # [DK-07/17/2023] Emailed Task Order to Brian [DK-07/20/2023]		Pending	$147,898.00	$0.00	$0.00
2024-34	FY24 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee Notes: Emailed Task Order # to Melinda [DK-08/03/2023]		Pending	$223,524.00	$0.00	$0.00
2024-35	FY2023 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support; Requested by Katrina Combs Notes: Task Order Number emailed to Katrina [DK-08/07/2023]		Pending	$434,676.00	$0.00	$0.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 68969395 **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			HDO G47339273	07/01/23	07/01/24	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H10736262	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C50711481 (AOS)	07/01/23	07/01/24	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCU C50711559 (OH)*	07/01/23	07/01/24	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C5071164A (WI)	07/01/23	07/01/24	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 014	07/01/23	07/01/24	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Cocoa FL

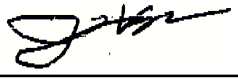
351 Schearer Blvd.

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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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/15/2023

NAME OF INSURED: **Jacobs Engineering Group Inc.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol HDO	Policy Number G47339273	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H10736262	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 555 SOUTH FLOWER ST, STE 3200 LOS ANGELES CA 90071	Endorsement Number Policy Number Symbol: WLR Number: C50711481
Policy Period 07-01-2023 **TO** 07-01-2024	Effective Date of Endorsement 07-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number
Policy Symbol **EON**	Policy Number **G21655065 014**	Policy Period **07/01/2023 to 07/01/2024**	Effective Date of Endorsement **07/01/2023**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule.**

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You.**

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy.**

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy.**

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

JOHN J. LUPICA, President

Authorized Representative

Legislation Details (With Text)

File #:	23-491	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	8/10/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	To Approve Task Order No. 2024-34 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2024 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Task Order 2024-34 (Jacobs).pdf Task Order 2024-34 FY24 WFO and CCC Assistance_Final.pdf RFQ-20-03-COC AGREEMENT.pdf Jacobs 1st Amendment to Continuing Services Agmt.pdf Jacobs COI Exp 7-1-24.pdf TRACK SHEET.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 10, 2023
Agenda Date: September 12, 2023
Prepared By: Donnie Howard, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 2024-34 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, and Strategic Planning for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2024 Budget

BACKGROUND:

Since 2010, the Utilities Department has successfully implemented several proactive infrastructure condition assessment programs including a valve and hydrant assessment & replacement program, Cross-Connection Control (CCC) inspection/testing/replacement program, and pipeline condition assessment projects. These programs have provided comprehensive data critical to the successful implementation of proactive asset management programs managed by the Water Field Operations (WFO) division.

Due to the scope and complexity of these perpetual infrastructure assessment and

repair/replacement programs, the Utilities Department has requested that Jacobs Engineering, Inc. (Jacobs) continue to augment City staff in the form of project and asset management assistance, contractor coordination and documentation of activities, data management and quality control assistance (including review of contractor submitted data and invoices), long-term strategic planning, and safety.

Proposed Task Order No. 2024-34 covers the period from date of October 1, 2023 through September 30, 2024 with the following engineering services:

Task 1 - WFO & CCC Project Management and Asset Management Assistance

Jacobs will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, monitoring of existing and new outside vendors/contractors' activities, and collection and transfer of information and data to City personnel and GIS database.

In addition, Jacobs will meet with WFO personnel to review internal field activities including assessments, replacements, and improvements of potable water distribution assets. These meetings will include documentation of information regarding:

1. Recommended replacement/improvements of valves, hydrants, and pipelines, including assets that require further WFO investigations.
2. Which assets might be repaired or replaced by City personnel.
3. Which assets should be replaced by a licensed Contractor.

Task 2 - Cross-Connection Control (CCC) Program (Project WS13BC)

A) Contractor Coordination and Documentation

Jacobs will meet with Water Field Operations (WFO) personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential backflow devices.

B) Data Management and Quality Control

Jacobs will review Contractor submitted data to verify accuracy and thoroughness and to ensure the proper formatting of data for uploading to the City's GIS database.

C) Strategic Planning

Jacobs will assist City Staff with the continued strategic planning and implementation related to the ongoing regulatory requirements of the CCC Program.

Staff recommends the approval of Jacobs Engineering, Inc Task Order No. 2024-34 in the amount of $223,524 (pending 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:	$223,524
Account Number:	421-4025-536.31-03
Account Name:	Engineering Services

PREVIOUS ACTION:

On September 23, 2014, City Council approved Task Order 2015-61 with CH2M for FY 2015 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 8, 2015, City Council approved Task Order 2016-66 with CH2M for FY 2016 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 22, 2015, City Council approved Task Order 2016-68 to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

On September 27, 2016, City Council approved Task Order 2017-78 with CH2M for FY 2017 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 27, 2016 City Council approved Task Order 2017-77 to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

On October 10, 2017, City Council approved Task Order 2018-84 with CH2M for FY 2018 CCC Program Assistance for City staff augmentation and support for CCC Program.

On October 10, 2017 City Council approved Task Order 2018-85 to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

On September 25, 2018, City Council approved Task Order 2019-93 with Jacobs/CH2M for FY 2019 project management assistance, data/Invoice review, and strategic planning in support of the Cross Connection Control Program.

On September 25, 2018 City Council approved Task Order 2019-92 with Jacobs/CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management, organizing and utilizing asset date.

On February 26, 2020 City Council approved Task Order 2020-02 with Jacobs to assist with contractor oversight, quality control, public relations, and data management for the Cross Connection Control Program.

On February 26, 2020 City Council approved Task Order 2020-05 with Jacobs to provide services to

the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, contractor monitoring and documentation of activities, data management, and quality control assistance for R&M Programs.

On October 13, 2020 City Council approved Task Order 2021-16 with Jacobs Engineering to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program (Project No. WS13BC).

On September 14, 2021 City Council approved Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC.

On September 13, 2022 City Council approved Task Order 2023-30 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross-Connection Control Program

RECOMMENDED MOTION:

To Approve Task Order No. 2024-34 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project and Asset Management, Contractor Coordination and Documentation, Data Management and Quality Control, Strategic Planning, and Safety for Water Field Operations and the Cross-Connection Control Program; Pending Approval of the FY 2024 Budget

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Consulting Services for Water Supply, Treatment, Transmission & Distribution	2024-34
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/10/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 223,524.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number: 2024-34

Dept. Number/Division Name: 4025 / WFO

Project Name: WFO Support / CCC Support Project Number: WS13BC

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

Since 2010, the City of Cocoa Utilities Department has successfully implemented the following programs: Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, Pipe Assessment/Repair Program and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO). Task 1 will provide WFO & CCC Project Management and Asset Management Assistance. Task 2 will provide City personnel with CCC Contractor Coordination and Documentation, Data Management and Quality Control, Strategic Planning, and Safety. This task order will cover services in FY2024.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value: _____

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Melinda Keesee Digitally signed by Melinda Keesee Date: 2023.08.10 08:32:46 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.08.10 11:02:57 -04'00'

Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-34

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2023.08.10 17:26:23 -04'00'

Purchasing & Contracts Division Manager

Stockton Whitten Digitally signed by Stockton Whitten Date: 2023.08.15 17:03:42 -04'00'

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa
Task Order 2024-34
FY24 Water Field Operations (WFO) Division and Cross Connection Control (CCC) Support

Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment dated December 13, 2022.

Background

Over the past few years, the City of Cocoa Utilities Department has successfully implemented programs such as the Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO).

This task order will provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor monitoring and documentation of activities, data management, quality control assistance for R&M Programs, and will assist with Contractor oversight, quality control, public relations, and data management for the CCC Program.

Scope of Services

JACOBS will assist WFO staff in asset replacement activities, scoping and, organizing and utilizing asset data, providing technical evaluations and studies for future distribution system improvements, and recommendations for increasing staff collaboration and interactions. The services under this Task Order will include providing project and asset information management assistance and Contractor oversight, quality control, public relations, and data management for the CCC Program.

Following is a detailed description of each task including key assumptions made in the development of the scope and level of effort.

Task 1 WFO & CCC Project Management and Asset Management Assistance

JACOBS will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, monitoring of existing and new outside vendors/contractors' activities, and collection and transfer of information and data to City personnel and GIS database. This task will also include status updates, meeting coordination, and data management. JACOBS will also provide project management assistance in the form of coordinating and monitoring monthly CCC Program progress meetings, responding to Contractor questions, monitoring Contractor activities, and assisting in FY23 planning. This task will also include invoicing, status updates, and administrative assistance.

JACOBS will meet with WFO personnel to review internal field activities including assessments, replacements, and improvements of distribution assets. These meetings will include documentation of information regarding:

1. Recommended replacement/improvements of valves, hydrants, and pipelines, including assets that require further WFO investigations.
2. Which assets might be repaired or replaced by City personnel.
3. Which assets should be replaced by a licensed Contractor.

After each meeting, JACOBS will document the results of ongoing and completed field investigations, decisions on dispositions of assets, and a list of required updates to the Utilities' asset databases. One meeting every month is anticipated.

JACOBS will provide as-needed GIS and information management support services to field operations staff. Types of support activities for field operations staff may include but is not limited to: GIS map production to support operational activities and Emergency events (hurricane valve operations and post hurricane program management activities), GIS data creation and maintenance to support programs in WFO (XC2 replacement activity and infraMAP field application), and GIS tasks related to data QA QC activities (compare and validate vendor supplied data from programs).

JACOBS will provide assistance to City Staff in implementation of infraMAP NOW (web-based field services software) and assist with data transfer from the existing software system, report writing, Contractor training, data updates, and database management.

JACOBS will continue their assistance to WFO Staff in implementing the quality control processes for activities associated with distribution system asset replacement and/or repair. The processes will include technical guidance to WFO Staff on review of design documents, oversite and electronic documentation of field activities, use of work plans and scopes for distribution system improvements, engineering oversite and review of invoices. JACOBS will provide assistance in the quality control processes.

Task 2 – Cross Connection Control Program

Contractor Coordination and Documentation

JACOBS will meet with Water Field Operations (WFO) personnel and the CCC Program Contractor to update progress in surveying, testing, repairing, and replacing commercial and residential CCC devices. JACOBS will provide coordination, agendas, and documentation of all meetings. One meeting each month is anticipated.

This task also includes assistance in documenting customer interactions with CCC Contractor staff. JACOBS will assist Utilities Staff with public notifications and updates. In addition, JACOBS will provide coordination with the Contractor concerning daily field activities, unusual field discoveries, equipment needs, and miscellaneous assistance.

Data Management and Quality Control

JACOBS will review Contractor submitted data in order to verify accuracy and thoroughness of data and to ensure proper formatting of data for uploading to the City's GIS database. Contractor invoices will be reviewed against the Contractor approved data for verification of accepted quantities. JACOBS will coordinate with the Contractor to correct any deficiencies or discrepancies in data or invoicing prior to submittal to the City.

JACOBS will document and coordinate field activities required by WFO Staff to address anomalies and provide field review of CCC Contractor's data. In addition, JACOBS will document any inconsistencies found in the City's CCC database, as determined in the field, and coordinate with City Staff on possible solutions and the documentation of any data update processes. JACOBS Staff will provide a monthly report summarizing CCC Program activities and statistics.

Strategic Planning

JACOBS will assist City Staff with the planning and implementation of the long term strategic plan for the CCC Program. JACOBS will assist the City in determining projects, process improvements, and resources required for the implementation of a comprehensive CCC Program. JACOBS will provide coordination and documentation of all planning activities and vendor interactions.

Safety

JACOBS will manage the health, safety and environmental activities of JACOBS staff to achieve compliance with applicable health and safety laws and regulations.

JACOBS will notify affected personnel of any site conditions posing an imminent danger to them which JACOBS observes.

JACOBS and JACOBS' personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

Assumptions

JACOBS will reasonably rely upon accuracy, and completeness of the information/data provided by the City or other third parties.

Any review by JACOBS of designs or work product prepared by a third- party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. Jacobs does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. Jacobs does not assume any liability associated with the City's staff in the execution of their work.

Schedule

This task will begin on October 1, 2023 or upon City Council approval, whichever is later, and continue through September 30, 2024.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized in Table 1 below by task.

Table 1 Summary of Compensation

Task	Hours	Fee
TASK 1 WFO & CCC Project and Asset Management Assistance	1,002	$170,970
TASK 2 Cross Connection Control Program	354	$52,554
EXPENSES & SUBCONSULTANTS	N/A	$0
Grand Total	**1,356**	**$223,524**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By _____
Francois Didier Menard

Title Vice President

Date August 04, 2023

RFQ-20-03-COC

Approved by Council 11/13/19
IX.3 (Authorize CM&Attorney)
to Negoiate & Execute Agreement

Term: 2/5/2020 thru 2/04/2023
Renewal Opt. 2/05/23 - 2/4/25
Renewal Opt. 2/05/25 - 2/4/27

AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

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

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

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

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

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

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

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

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

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

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

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

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

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

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

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

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the 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 the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer 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, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

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

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at 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 Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

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

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

15.0 ASSIGNMENT

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

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

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

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

16.0 INDEPENDENT CONTRACTOR

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

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the 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.

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

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

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

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

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

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

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

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

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

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

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

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

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

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 68969395 **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			HDO G47339273	07/01/23	07/01/24	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H10736262	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C50711481 (AOS)	07/01/23	07/01/24	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCU C50711559 (OH)*	07/01/23	07/01/24	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C5071164A (WI)	07/01/23	07/01/24	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 014	07/01/23	07/01/24	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Cocoa FL

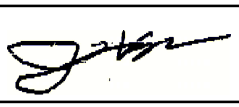
351 Schearer Blvd.

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/15/2023

NAME OF INSURED: **Jacobs Engineering Group Inc.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol HDO	Policy Number G47339273	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H10736262	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 555 SOUTH FLOWER ST, STE 3200 LOS ANGELES CA 90071	Endorsement Number Policy Number Symbol: WLR Number: C50711481
Policy Period 07-01-2023 **TO** 07-01-2024	Effective Date of Endorsement 07-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number
Policy Symbol **EON**	Policy Number **G21655065 014**	Policy Period **07/01/2023 to 07/01/2024**	Effective Date of Endorsement **07/01/2023**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule.**

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You.**

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy.**

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy.**

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

JOHN J. LUPICA, President

Authorized Representative

Legislation Details (With Text)

File #:	23-506	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/14/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Approve Task Order 2024-37 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2024-36 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2024 Budget (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-2024-37 Jacobs-$694,429.00-UT-Eng.pdf Task Order 2024-37 Cocoa Program Management FY 2024 for OR Projects.pdf TO-Jacobs-$308840-Utilities-Eng-eform revised 8_14_23.pdf TO 2024-36 Cocoa Plan Review, Permit Assist, Utility Support-Rev1.pdf AGREEMENT.pdf AGREEMENT-1ST AMENDMENT.pdf COI - Expires 07.01.2024.pdf TRACK SHEET.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 14, 2023
Agenda Date: September 12, 2023
Prepared By: Kimberley Ross
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve Task Order 2024-37 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2024-36 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2024 Budget (Utilities Director)

BACKGROUND:

On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC, Engineering Services for the Water System, and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms. On November 13, 2019, City Council approved the final ranking of firms for RFQ-20-03-COC,

Engineering Services for the Water System and authorized the City Manager and City Attorney to negotiate and execute a multi-year contract with the selected firm, Jacobs Engineering Group (Jacobs). This agreement was entered on February 5, 2020, for three years with the option to extend the term for two (2) additional two (2) year terms.

On December 13, 2022, Council approved the first amendment to the Agreement. The First Amendment initiated the first two-year renewal option, extending the term of the Agreement through February 4, 2025

Staff is requesting City Council approval of these task orders under this Continuing Services Agreement (CSA), pending approval of the FY2024 Budget. The following are the task orders and scope of services:

Task Order 2024-37 - FY2024 Program Management Services for Cocoa Utilities CIP Projects. The purpose of this task order is to provide program management and administration services, program design management and project support, technical and regulatory support, construction inspection services, utility information management systems support, and program website. The total cost of this task order is $694,429.

Task Order 2024-36 - FY2024 Plan Review, Permitting Assistance and Utility Support. The purpose of this task order is to provide plan review services, permitting assistance and utility support. The total cost of this task order is $308,840.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, Pending FY24 Budget Approval
If not budgeted, is amendment/transfer attached?	N/A

Task Order 2024-37

Amount Requested	$694,429.00
Account Number	424-4055-536.63-00, WS1221
Account Name	Infrastructure

Source of Funds: Operating Revenue

Task Order 2024-36

Amount Requested	$308,840.00
Account Number	421-4055-536.31-03, WS1221
Account Name	Engineering Services

Source of Funds: Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Task Order 2024-37 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2024-36 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221, Pending Approval of the FY2024 Budget.

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Water Supply and Water Treatment Support	2024-35
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/07/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,676.00

Vendor Name: Jacobs Engineering Group Inc. (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020/Utilities Dyal

Project Name: Project Management, SCADA & CMMS Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR)funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment.
Task 1- Project Management, Engineering and Operations Support
Task 2- SCADA, Process Control Systems and Instrumentation Support
Task 3-CMMS Support

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: 2024-35

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.

City of Cocoa
Task Order 2024-37

FY 2024 Engineering Services for the Water System – Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services in support of Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City's Fiscal Year 2024 (FY 2024) budget. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2023 through September 30, 2024. Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment on December 22, 2022.

Scope of Services

Task 1 – Program Management & Administration

Task 1.1 Program Management and Administration

1.1.1 Program Management and Oversight

Day-to-day activities, processes and procedures of JACOBS' Program Management Team (PMT) staff will be the responsibility of JACOBS' Program Manager, who will receive input from the Cocoa Utilities Director and Deputy Director. The following tasks, services, meetings, and deliverables will be provided under this task:

- **Program Coordination Meeting** - The PMT will prepare for and attend a monthly coordination meeting with Cocoa Utilities to review program progress and discuss issues impacting program delivery.
- **Monthly Progress Report (MPR)** – The PMT will produce a general CIP progress report each month suitable for an audience both internal and external to Cocoa Utilities to address Program progress and key issues.
- **Program Review/Update Meetings** – The PMT will coordinate with Cocoa Utilities to develop and schedule program update meetings as needed to periodically review and/or update City staff stakeholders on CIP delivery status and progress. The PMT will provide briefing material and presentations (up to 4 anticipated) as needed.

1.1.2 FY2024 Validation and FY2025-2029 Capital Improvement Plan Update

As part of the 2018 Water Capital Plan Update, an annual process was developed that revalidated carry forward and new capital project costs and scope for the new fiscal year, and the current year projects are inputted into a cost-loaded schedule database for day to day management over the course of the new fiscal year. The second effort of this task is the re-validation of the following year's 5-year CIP, new project development, cost estimating, prioritization, funding analysis, and CIP database population/quality control. It is anticipated that the existing 2018 Capital Plan prioritization processes and weighting will be used for this FY2025 CIP update between January 2024 and March 2024. The outcome of the annual validation and CIP update tasks will include several deliverables as follows:

1. FY2023 budget adjustment based on re-validation results and FY2023 budget closeout activities. Execution will include close coordination with Utility and Finance Department in the development and processing of budget adjustments.
2. Updated program management plan focusing on execution requirements for FY2024 which includes a re-baselined CIP schedule.
3. Allocation of FY2023 program costs to individual projects for archival of the prior year's costs.
4. Updated capital plan database for the FY2025-2029 time period, coordinated through City's Utility Department.
5. Summary report for the FY2025 updated CIP.

Task 1.2 Program Controls

General

The Program Control System (PCS) consists of schedule and cost control tools and processes integrated in a system that maintains current scope, cost, and schedule status of the CIP projects.

1.2.1 Scheduling

The PCS will include a Master Program Schedule (MPS) developed, maintained, and updated through the Project Manager Schedule Update Meetings. The initial MPS was prepared by JACOBS and included the validated capital projects. The MPS was expanded as part of the program management services task orders to include selected operating revenue funded projects.

The MPS will be re-baselined at the beginning of each new fiscal year as part of the annual validation process as described in Section 1.1.2 above. The MPS will be a cost-loaded schedule containing the CIP projects maintained at a level of detail sufficient for the PMT and Cocoa Utilities to track and manage CIP progress. The following meetings and deliverable will be provided under this task:

- MPS Report – Each month the PMT will distribute to each Cocoa Utilities Project Managers and Utilities Director and Deputy Director the MPS for the projects listed in Attachment A for review.

- Project Manager (PM) Schedule Update Meeting - The schedule for each project in Attachment A will be updated monthly in the MPS during PM Schedule Update Meetings to show actual schedule progress as percent complete.

1.2.2 Cost Control

The PCS will include a CIP projects data base used by the PMT to manage key program data (e.g. scope, cost, contracts, changes, etc.), especially as it relates to project and program costs.

1.2.2.1 Cost Control Activities

The PMT will coordinate the monthly cost data transfer from the City's financial system into the CIP database, conduct quality control review of the data, resolve any discrepancies, and obtain any missing information. The financial details of project progress will be updated and available for review in the PCS. The PCS will also access relevant information to produce reports and other data essential to the management of the overall program. The PMT will maintain and report on key performance indicators (KPIs) as needed to monitor and manage CIP program delivery progress, and to aid the City and PMT in measuring delivery and financial performance. The PMT will produce KPI reports using the same methodology as previously developed and approved by Cocoa Utilities.

1.2.2.2 Change Management

The City of Cocoa prefers to not have a formalized change management process; therefore, the City and PMT will discuss potential or upcoming changes in capital projects in program status meetings and City project managers will alert JACOBS Program or Deputy Program Managers of scope, cost and schedule changes, so impacts can be thoroughly analyzed and documented.

1.2.3 Document Controls

Cocoa has selected to operate and maintain their own document control process by implementing a directory of capital projects on their server. The PMT will mimic this directory structure on JACOBS servers and will turn any pertinent documents over to Cocoa's document manager on a periodic basis. Each individual project manager will be responsible for tracking status of documents and utilizing document control procedures described in the program management plan.

Task 1 Deliverables

- Program Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Project Manager Schedule Update Meeting (Monthly)
- Monthly CIP Financial Report (Monthly, or as otherwise directed by Cocoa Utilities)
- Master Program Schedule Update (Monthly)
- FY2024 budget adjustment recommendation
- Updated capital plan database, re-baselined schedule

Task 2 – Program Design Management and Project Support

This task is for overall management of the program design requirements and activities that correspond to the scope and time period of the projects being designed via this task order. This task includes day-to-day planning, project coordination, technical assistance and general consultant / contractor coordination and will be led by the Program Manager. Specific responsibilities include the following:

- **Program Planning** – Track status of design performance on CIP projects, assist with change management to design projects, analyze work distribution among the design consultants, and oversee assignment of design projects to consultants.
- **Design Consultant Team Oversight** – Monitor the performance of the design consulting firms under contract for the Program, review and provide feedback on their performance, assist with development of recovery plans to correct performance deficiencies.
- **Program Design Coordination & Administration** – Coordinate the efforts of the design management team with the City, program management and project controls, and participate in regular coordination meetings for individual projects and those identified in Attachment A, prepare analysis and documentation needed for the CIP, and assist with preparation of supporting materials for requests for financial grants/funding.
- **Meeting Participation** - Participation in Program Management meetings as described in 1.1.1.

The Program Design Management Team (DM-T) will provide design project management and technical assistance for the specific projects shown in Attachment B, or as otherwise directed by Cocoa Utilities. Cocoa Utilities staff and JACOBS will act together as the DM-T to deliver these projects. As discussed with Cocoa Utilities, responsibilities for these projects have been assigned to either Utilities staff or JACOBS. These assignments are identified in Attachment B and were utilized in estimating JACOBS' level of effort for this Task specifically.

As described below, activities are aligned with general program level design management services and coordination as well as management of individual projects performed by engineering consultants or general contractors contracted with Cocoa.

Project Design Management

Design Contract Management

The DM-T will administer the design task order for each project or group of projects on behalf of the City and function as a liaison between the design consultant and the PMT, monitor progress and schedule, monitor change and, in general, assess if the project is proceeding according to plan. The DM-T will coordinate closely with the City Project Manager during the execution of each project.

Project Definition

The DM-T will develop a Project Definition Memorandum containing the design criteria and requirements for the projects to be completed under a Task Order. The Project Definition Memorandum will be provided to the project design team. A Project Definition

Memorandum will be prepared for each project or group of projects to be executed by the selected design consultant.

The DM-T will coordinate with the Cocoa Utilities staff to collect existing information on each project.

Task Order Review and Negotiation

The DM-T will work with the City to develop, and review consultant planning and design task orders for the projects identified under the program. Meetings will be held with the design consultants to discuss the project scope and purpose. The task order scope submitted by design consultants will be reviewed for compatibility with the design intent.

The task order scope negotiated with each design consultant will be submitted and reviewed by Cocoa Utilities and the DM-T. Upon DM-T acceptance of final task order scope, City staff will review and provide final approval before processing the Task Order.

Project Execution

The DM-T will work with the City during execution of the project to include progress and performance monitoring, communications with the design consultant, conduct kick-off meetings and engineering document review meetings, and progress status reporting. The DM-T will review meeting minutes and invoices submitted by the design consultants. The DM-T will provide limited assistance (e.g. routine coordination with surveyor contracted by City or design consultant for legal description, review of easement documentation for accuracy of project-related information only, etc.) with property acquisition tasks.

Quality Control

The DM-T will conduct quality control project reviews for the program projects. Reviews will be performed for design projects at 30, 60, 90 and 100% levels of completion and review meetings held with the design consultants. For reports and permit applications, reviews will be performed on the draft submittal. The technical responsibility of the design professional, to include ensuring the design performs as intended, will remain with the design consultants. The quality reviews will be for the purpose of compliance with design intent of the City and the Task Orders under which the designs were prepared.

Cost Estimating

Cost estimating support will be provided by the design consultants for DM-T review. The PMT will provide additional cost estimating services for capital projects when requested by City.

Project Management during Bidding Phase

This task includes DM-T responsibilities related to program bidding activities including, but not limited to:

- Coordination with Utilities Engineering and Purchasing Department regarding preparation of bid packages and addendum coordination.
- Review and evaluation of bids. The City shall make final selection of successful bidder. Scope does not include attendance by the DM-T at pre-bid, pre-award, or pre-construction meetings.

Technical Assistance

JACOBS will provide technical assistance as identified in Attachment B when requested by the City to address any project issues.

Deliverables

The documents listed below will be reviewed and approved by Cocoa Utilities staff and stored in the document control system:

- Project definition memoranda
- Review comments of 30%, 60%, 90% and 100% design documents and draft reports and permit applications from design consultants
- Bid package preparation assistance including review of addenda
- Review of consultant invoices

Task 3-Technical and Regulatory Support

JACOBS will provide engineering and operational assistance in support of various technical and regulatory issues. Updates will be coordinated with Cocoa Utilities when regulatory issues/impacts to the CIP arise on topics including water resources, well field operations and performance evaluation, drinking water treatment, water quality in the treatment and distribution systems, wastewater collection/treatment, water treatment/distribution, effluent management, permitting and numerical nutrient criteria. JACOBS will also attend regulatory meetings conducted by regulatory agencies, professional societies and Central Florida utilities when requested by Cocoa Utilities. Jacobs will provide engineering support related to the assessment, testing and optimization of water supply, treatment and distribution operations.

When the City requests technical or regulatory support, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

Task 4 – Construction Inspection Services

Cocoa has requested construction inspection services on an as-need basis for capital and treatment/storage/pumping related projects. When the City requests construction inspection services, JACOBS will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to JACOBS.

As described below, activities are aligned with general construction management services and coordination as well as management of general contractors contracted with Cocoa. This task includes DM-T responsibilities related to program construction activities including, but not limited to:

- Assistance in resolving issues with the design consultant's services during construction for submittal reviews, processing of requests for information, processing of change requests, and design of necessary changes during construction.

- Review progress on submittal review by the design consultant and contractor
- Review of construction pay applications and schedule updates
- Attendance at monthly construction meetings
- Assistance with certification of completion for permits.
- Assistance with review of the as built drawings between the design consultant and Contractor.

The presence or duties of JACOBS' personnel at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or JACOBS' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

JACOBS and JACOBS' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Assumptions

The following assumptions were used to develop Task 4:

- No field office will be required for PMT construction inspectors. Staff will be housed in offices provided by the City. If field offices are required due to nature or location of project, this will be provided by contractor as part of their bid.
- Record drawings, based on as-builts from the Contractor, will be prepared by the design consultant.
- Any required certifications for completion will be prepared by the designated engineer of record which will be the firm or entity who prepared the design.

Deliverables

Construction inspection related deliverables associated with this task may include, but are not limited to;

- Daily inspection reports
- Materials testing reports and logs
- Pressure/bacteriological testing reports and logs
- Conversation records
- Review comments for contractor pay requests
- Review comments for contractor red-lined as-built drawings

The documents listed above will be reviewed and approved by Cocoa Utilities staff and stored in the document control system.

Task 5 Utility Information Management Systems Support

JACOBS will provide as-needed GIS and information management support services to the Utility. Types of support activities may include but is not be limited to; further development and implementation of best management practices, development of a GIS strategic plan, support to field operations with implementation of InfoWater and transfer of data to GIS, as well as development of communication tools and processes for use by the Utility, assistance with scanning As-Builts and updating As-Built information into the system as provided by the City.

Task 6 Program Website

Task 6.1 Baseline and Monthly Website Updates

Based on the validation results of Subtask 1.1.2, the existing Program Website will be updated with the new FY2024 baseline information and new projects added to the capital plan for FY2024. The site will be updated on a monthly basis based on the monthly schedule and cost data revisions, and updated key performance indicators (KPIs).

Additional Services

The following additional services may be provided by JACOBS upon authorization through an amendment to this Task Order by the City and agreement on compensation to JACOBS.

- Services related to development of the City's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to provision of support related to City furnished equipment, materials, and supplies.
- Performance of materials testing, specialty testing and surveying services.
- Services related to damages caused by fire, flood, earthquake or other Acts of God.

- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims.
- Development, coordination or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Construction Management and Inspection services required due to an increase to the number of construction days of the contract for construction on which services are provided.
- Any other services designated in this scope of services as additional services.
- The additional services task will only be utilized upon written authorization by the City of Cocoa.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

JACOBS will notify affected personnel of any site conditions posing an imminent danger to them which JACOBS observes.

JACOBS and JACOBS' personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.

General Task Order Assumptions

Jacobs will reasonably rely upon the accuracy, and completeness of the information/data provided by the Client or other third parties.

Any review by JACOBS of design prepared by a third- party shall be for general conformance with the design intent, drawings, and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. JACOBS does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same.

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. Jacobs does not assume any liability associated with the City's staff in the execution of their work.

As-built drawings may not represent the exact location, type of various components, or exact manner in which the project was finally constructed. JACOBS is not responsible for errors, omission, accuracy, or completeness of the information incorporated into the as-built drawings.

Recommendations by JACOBS to City for periodic construction progress payments to the construction contractor will be based on JACOBS' knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by JACOBS to ascertain that the construction contractor have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that JACOBS has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to City free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between City and the construction contractor that affect the amount that should be paid.

Schedule

This Task Order covers the period from date of October 1, 2023 through September 30, 2024.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized in Table 1 below by task.

Table 1 Summary of Compensation

Task	Hours	Fee
TASK 1 Program Management and Administration	1,250	$246,125
TASK 2 Program Design Management and Construction Support	304	$50,000
TASK 3 Technical and Regulatory Support	1,504	$244,530
TASK 4 Construction Inspection Support	190	$29,750
TASK 5 Utility Information Management Systems Support	625	$109,800
TASK 6 Program Website	84	$12,724
EXPENSES & SUBCONSULTANTS	N/A	$1,500
Grand Total	**3,957**	**$694,429**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined actual levels of effort required and associated fees might differ and require coordination between the PMT and the City.

Attachments

Attachment A –Operating Revenue Funded Projects List for Program Management Services

Attachment B – Operating Revenue Funded Project List with Assignment of Responsibilities

Attachment C – Per Diem Rates Schedule

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By _____

Title _____

Date 8/15/2023

Accepted for JACOBS Engineering Group

By _____

Title Vice President

Date August 09, 2023

Attachment A

CIP/Utility Projects List for FY24 Program Management Services - August 2023

PN	FY2024 Operating Revenue Funded Projects
WS0904	CIPP Rehabilitation Program
WS1106	Raw Water Well Rehabilitation (WS-19)
WS1201	Pipe Infrastructure Assessment and Replacement
WS18BR	Banana River Tank Replacement
WS21OZ	WT46 Ozone Improvements
WS23SC	Sellers WRF Supplemental Carbon Evaluation and System Installation
WS23BR	Dyal Carbon Dioxide Bulk Package System
WS18RD	WT63 Replacement of Dyal Finished Water Steel GST
WS24MC	Sellers WRF Replacement of MCCs 7 & 8
WS24LI	Lift Station Improvements and Rehab (Lift Station 12 and 38)
WS24TC	Dyal Taylor Creek Reservoir Pump Station Improvements
WS24GM	Fiske Blvd Gravity Main Improvements
WS24PB	Pole Barn
WS24LR	Lift Station 19 Replacement
WS24CP	Water Capital Plan 5 Year Update
DYET22	Elevated Tower Coating and Structural Repairs
WS19GF	GW Flume Coating Repairs
WS23HT	Sellers WRF Hydropneumatic Tanks Upgrades
WS23ML	Sellers WRF Motor & Logic Control Panel Replacement
WS17FC	WS17FC Dyal WTP Package System Programmable Logic Control Upgrade - Belt Filter Press
WS20DW	Dyal Install New Well #17
WS21CG	Utility Extension Lakes at Cocoa Grove (Water)
WS21CG	Utility Extension Lakes at Cocoa Grove (Sewer)
WS21SC	36" WM Crossing Replacement at Sykes Creek Bridge
WS22IR	Replacement of Sellers Internal Recycle Pumps (IRP)
WS23DF	Dyal Groundwater Filter 3 Rehab
WS23PT	New Cal-Flo Polymer Tank (Dyal)
WS23RC	Clarifiers 1 and 2 Structural Repairs
WS23UP	Dyal UPS Replacements
WS18FB	Fiske Boulevard Pipeline Improvements - Peachtree to Highland **JOINT PUBLIC WORKS**
WS18SC	Dyal SCADA Server
WS21BL	Replace Bleach Tanks at Wewahootee
WS21VP	Viera Ammonia Addition
WS0501	14"/18" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I Construction

Attachment B

CIP/Utility OR Funded Projects List for FY24 Program Management Services - August 2023

PN	FY2024 Operating Revenue Funded Projects	Phases for FY2024	Design Management	Bid/Construction Project Support	Construction Management/ Inspection	Technical Assistance
WS0904	CIPP Rehabilitation Program	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS1106	Raw Water Well Rehabilitation (WS-19)	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS1201	Pipe Infrastructure Assessment and Replacement	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18BR	Banana River Tank Replacement	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS21OZ	WT46 Ozone Improvements	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23SC	Sellers WRF Supplemental Carbon Evaluation and System Installation	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23BR	Dyal Carbon Dioxide Bulk Package System	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS18RD	WT63 Replacement of Dyal Finished Water Steel GST	Design	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS24MC	Sellers WRF Replacement of MCCs 7 & 8	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24LI	Lift Station Improvements and Rehab (Lift Station 12 and 38)	Design	City of Cocoa	City of Cocoa	Not Applicable	Jacobs
WS24TC	Dyal Taylor Creek Reservoir Pump Station Improvements	Design	City of Cocoa	City of Cocoa	Not Applicable	Jacobs
WS24GM	Fiske Blvd Gravity Main Improvements	Design	City of Cocoa	City of Cocoa	Not Applicable	Jacobs
WS24PB	Pole Barn	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS24LR	Lift Station 19 Replacement	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS24CP	Water Capital Plan 5 Year Update	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
DYET22	Elevated Tower Coating and Structural Repairs	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS19GF	GW Flume Coating Repairs	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS23HT	Sellers WRF Hydropneumatic Tanks Upgrades	Design	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23ML	Sellers WRF Motor & Logic Control Panel Replacement	Design and Implementation	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS17FC	WS17FC Dyal WTP Package System Programmable Logic Control Upgrade - Belt Filter Press	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS20DW	Dyal Install New Well #17	Design and Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS21CG	Utility Extension Lakes at Cocoa Grove (Water)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21CG	Utility Extension Lakes at Cocoa Grove (Sewer)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21SC	36" WM Crossing Replacement at Sykes Creek Bridge	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS22IR	Replacement of Sellers Internal Recycle Pumps (IRP)	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23DF	Dyal Groundwater Filter 3 Rehab	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23PT	New Cal-Flo Polymer Tank (Dyal)	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23RC	Clarifiers 1 and 2 Structural Repairs	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS23UP	Dyal UPS Replacements	Implementation	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18FB	Fiske Boulevard Pipeline Improvements - Peachtree to Highland **JOINT PUBLIC WORKS**	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18SC	Dyal SCADA Server	Design and Implementation	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21BL	Replace Bleach Tanks at Wewahootee	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS21VP	Viera Ammonia Addition	Construction	City of Cocoa	City of Cocoa	Jacobs	Jacobs
WS0501	14"/18" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I Construction	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs

City of Cocoa FY2024 Program Management for OR Funded Projects
Task Order 2024-37 Labor Hour Breakdown - 07/27/2023

		Per Diem Schedule Description									
		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Junior Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Junior Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	TASK NAME	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$85.00		
1	PROGRAM MANAGEMENT & ADMINISTRATION										
1.1	**Program Management and Administration**										
1.1.1	Program Management & Oversight	400	100	60			60	40	12	672	$140,360
1.1.2	FY2024 Validation & CIP Update	40	20	20	20		75	40		215	$34,520
1.2	**Program Controls**										
1.2.1	Scheduling	8	50	75			12			145	$29,145
1.2.2	Cost Control	8	50	75			12			145	$29,145
1.2.3	Document Controls								28	28	$2,380
	QA / QC	45								45	$10,575
									Task Subtotals	**1,250**	**$246,125**
2	PROGRAM DESIGN MANAGEMENT & PROJECT SUPPORT										
	FY24 Support	12	40	40	120		40	40	12	304	$50,000
									Task Subtotals	**304**	**$50,000**
3	TECHNICAL & REGULATORY SUPPORT										
	FY24 Support	150	80	200	500		500	50	24	1,504	$244,530
									Task Subtotals	**1,504**	**$244,530**
4	CONSTRUCTION INSPECTION SUPPORT										
	FY24 Support				150			40		190	$29,750
									Task Subtotals	**190**	**$29,750**
5	UTILITY INFORMATION MANAGEMENT SYSTEMS SUPPORT										
5.1	GIS Support & Training			450			100	75		625	$109,800
									Task Subtotals	**625**	**$109,800**
6	PROGRAM WEBSITE										
	Website Updates	8	12	12			12	40		84	$12,724
									Task Subtotals	**84**	**$12,724**
									Labor Total	**3,957**	**$692,929**
									Expenses		**$1,500**
									Subcontracts		**$0**
									Task Order Total		**$694,429**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Water Supply and Water Treatment Support	2024-35
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/07/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,676.00

Vendor Name: Jacobs Engineering Group Inc. (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020/Utilities Dyal

Project Name: Project Management, SCADA & CMMS Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR)funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment.
Task 1- Project Management, Engineering and Operations Support
Task 2- SCADA, Process Control Systems and Instrumentation Support
Task 3-CMMS Support

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: 2024-35

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa
Task Order 2024-36
FY 2024 City of Cocoa Plan Review, Permitting Assistance and Utility Support – Revision 1

Objective

The purpose of this task order is to provide Plan Review, Permitting Assistance and Utility Support to the City of Cocoa. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2023 through September 30, 2024. Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment dated December 13, 2022.

Scope of Services

The services to be performed by JACOBS staff under this Task Order are consulting in nature and not staff augmentation. JACOBS staff will be managed by the JACOBS Program Manager. It is assumed City will provide JACOBS staff necessary access to documents and files.

Task 1 – Plan Review Services

JACOBS will provide plan review support for the City of Cocoa. Services will include providing support to the City in Engineering Land Development review for compliance with City of Cocoa standards. Plan review includes review of documents submitted by applicant Engineers to Utilities Department and City's Development Review Committee. It is assumed that JACOBS staff will meet with City of Cocoa review personnel to receive direction on engineering review requirements and external agency coordination specifics. As documents are reviewed, JACOBS will coordinate with the City and satisfactorily agree on comments. JACOBS will participate in meetings with the applicants, as requested by the City. Jacobs may handle emails and phone communications from engineers, contractors, developers and residents. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, JACOBS will provide the City with a letter recommending approval of the documents. The City will provide final review and approval to the applicant. JACOBS will also provide the City's Engineering Representative a summary letter listing the infrastructure being proposed to be installed as part of the project for cost estimation purposes. JACOBS will review the Florida Department of Environmental Protection (FDEP) permit documents submitted by the applicant and verify the information on the FDEP permit with proposed plans. Once the FDEP permit is ready, JACOBS will forward it to the Director for approval and signature. Once the FDEP permit is signed by the Director, JACOBS will email a scanned copy to the applicant.

Services also include providing support in coordination of utility map requests, pre-construction fee receipts, pre-construction meetings, updates to City's project dashboard, and review of project closeout documentation.

- For utility map and as-built drawing requests from customers, JACOBS will forward the request from the customer to the City GIS department. Once the utility map is created by City GIS technician, JACOBS will forward the map to the customer.
- JACOBS will receive all customer paid receipts from customer service department. JACOBS will filter out receipts associated with jumper meters, fire line paintings, and fire hydrant painting payments, request additional project information from customer service if required, and forward the receipts to City inspectors assigned to the specific project.
- For pre-construction meetings requested by contractors, JACOBS will request pre-construction fee payment receipts from the contractors and forward the request to the City inspectors for their review.
- JACOBS will periodically update City's project dashboard with dates for field activities performed by City inspectors such as pre-construction meetings, final inspection, pressure tests, and bacteriological tests.
- JACOBS will review project closeout documentation submitted by developers such as bill of sale, easement, fire line test reports, and as-built drawings and coordinate with the City and satisfactorily agree on comments. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, JACOBS will provide the City with a letter recommending acceptance of the project. The City will provide final review and approval to the applicant.
- It is assumed meetings for this task will be held at City of Cocoa offices.

Task 2 – Permitting Assistance

JACOBS will provide permitting assistance for the City of Cocoa. Services will include providing support to the City's Water Field Operations (WFO) and City Customer Service departments. JACOBS will review water meter fee receipts emailed by Customer Service department and forward the meter requests that needs a right of way (ROW) Permit from an external agency to City's GIS department. JACOBS will review permit applications prepared by the City GIS technicians which will then be provided to the City Utility Director for approval, and signature. JACOBS will submit the scanned permit application to the appropriate external agency for review. Once the permit is approved by the external agency, JACOBS will request the permit fee check from the City's Administrative Assistant. Once the permit is released by the external agency, JACOBS notify WFO and provide a copy of the permit. It is assumed meetings for this task will be held at City of Cocoa offices.

Task 3 – Utility Support

JACOBS will provide Utility Support for the City of Cocoa. Services will include providing support to the City in reviewing meter installation and fire line painting requests and approval, and coordination and scheduling of fire hydrant flow tests. As meter installation and fire line painting work order requests are received, JACOBS will review status of the closeout documents for the projects and coordinate with the City regarding release of work orders. For fire hydrant flow test requests, JACOBS will receive payment receipts submitted by Customer Service department, request additional information, if required, and coordinate with City GIS department to submit a request for the test. Once City WFO personnel has completed the field test, the results are provided to GIS and then back to the customer.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. JACOBS is not responsible for the health, safety, and environmental compliance of the City's staff, or other third parties.

Assumptions

JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.

Schedule

This Task Order covers the period from date of October 1, 2023 through September 30, 2024.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 Plan Review Services	1,670	$236,200
TASK 2 Permitting Assistance	54	$6,100
TASK 3 Utility Support	566	$66,540
EXPENSES & SUBCONSULTANTS	N/A	$0
Grand Total	**2,290**	**$308,840**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort

required and associated fees might differ and require coordination between JACOBS and the City.

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for JACOBS Engineering
Group	
By _____	By _____
Title _____	Title Vice President
Date 8/15/2023	Date August 11, 2023

FY2024 City of Cocoa Plan Review, Permitting Assistance, and Utility Support Task Order 2024-36 Labor Hour Breakdown - 08/11/2023

		Per Diem Schedule Description									
		Sr Director/Director/Prof Sr Expert/Prof Expert	Sr Manager/Prof Specialist	Manager/Prof Senior	Sr Supervisor/ Prof Career-level	Supervisor II/Prof Associate/Tech Specialist	Prof Intermed/Tech Senior	Junior Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	TASK NAME	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$85.00		
1	Plan Review Services										
		12	400				800	450	8	1,670	$236,200
2	Permitting Assistance										
							36	10	8	54	$6,100
3	Utility Support										
							448	110	8	566	$66,540
									Labor Total	2,290	$308,840
									Expenses		$0
									Subcontracts		$0
									Task Order Total		$308,840

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
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Engineer 2	Project Engineer/Scientist/Consultant	$120
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Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
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6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Continuing Service Agreement Track Sheet

RFQ-20-03-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Engineering Services for Water System

Total Task Orders: $8,315,375.85

Department: Utilities | Start Date: 2/5/2020 | Paid: $5,034,336.13

Task Orders Issued: 65 | End Date: 2/4/2025 | # Extensions 1 | Encumbered: $1,471,672.72

Contract #	RFQ-20-03-COC	Vendor	Jacobs Engineering	Expires	2/4/2025	$8,315,375.85	$5,034,336.13	$1,471,672.72
Task Order	**Task Details**			**Approved**	**Status**	**Task Order Amt.**	**Paid**	**Encumbered**
2020-01	Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76256-40438; Notes: Liquidated $22,949.04, Amount Paid $173,387.96, PO # [DK-			2/13/2020	Completed	$339,431.00	$173,387.96	$0.00
2020-01.1	Reduction in time required for Task due to COVID-19 delays; Requested by Shawny Weston; Project # WS13BC; PO/RQ#: 76256-40438;			9/3/2020	Completed	($143,094.00)	$0.00	$0.00
2020-01.1 L	Liquidated; Requested by Shawny Weston				Completed	($22,949.04)	$0.00	$0.00
2020-02	FY2020 Cross Connection Control Program Assistance; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Task Order Approved amount is $124,902 but PO was only issued for $93,677.00 [DK-03/22/22]			2/13/2020	Completed	$93,677.00	$45,479.50	$0.00
2020-02.1	Reduction in time required to assist WFO with activities for Task 1, 2, 3 & 4; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Liquidated Amount $28,197.50 [DK-03/22/22]			5/26/2020	Completed	($20,000.00)	$0.00	$0.00
2020-02.1 L	Liquidated; Requested by Melinda Keesee				Completed	($28,197.50)	$0.00	$0.00

2020-03	FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects; Requested by Katherine Ennis; Project # WS19BO; PO/RQ#: 76255-40441; Notes: Liquidated Balance of $287,624.50 [DK-03/22/22] Original	2/13/2020	Completed	$325,016.00	$37,391.50	$0.00
2020-03 LI	Liquidated; Requested by Katherine Ennis		Completed	($287,624.50)	$0.00	$0.00
2020-04	FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76254-40442; Notes: Liquidated Balance of $33,495.50 [DK-03/22/22]Original Task	2/26/2020	Completed	$178,052.00	$144,556.50	$0.00
2020-04 LI	Liquidated; Requested by Katherine Ennis		Completed	($33,495.50)	$0.00	$0.00
2020-05	FY2020 Water Field Operations (WFO) Support; Requested by Katherine Ennis; PO/RQ#: 76376-40594; Notes: Liquidated balance of $59,634.50 per Melinda [DK-03/22/22]	2/26/2020	Completed	$160,492.00	$70,857.50	$0.00
2020-05.1	Reduction in Time required for Task # 1; Requested by Melinda Keesee; Project # WS136BC; PO/RQ#: 76376-40594;	5/26/2020	Completed	($30,000.00)	$0.00	$0.00
2020-05.1 L	Liquidated; Requested by Melinda Keesee		Completed	($59,634.50)	$0.00	$0.00
2020-06	FY2020 Water System Program Management Services - Dyal Plant Support; Requested by Shawny Weston; PO/RQ#: 76412-40440; Notes: PO Balance Liquidated $23,711.75 per Shawny 12/07/20, [DK-03/22/22] Original Task Order Amount $168,322.00	2/26/2020	Completed	$168,322.00	$144,610.25	$0.00
2020-06 LI	Liquidated; Requested by Shawny Weston		Completed	($23,711.75)	$0.00	$0.00
2020-07	America's Water Infrastructure (AWIA Section 2013 Compliance Support; Requested by Katherine Ennis; PO/RQ#: 76253-40443; Notes: PO Balance Liquidated $48,379.68 [DK-03/22/22] Original Task Order Amount $188,914.00	2/26/2020	Completed	$188,914.00	$140,534.32	$0.00

2020-07 LI	Liquidated; Requested by Katherine Ennis		Completed	($48,379.68)	$0.00	$0.00
2020-08	Requested TO but never issued (Patrick AFB & Cape Canaveral AFS Water Utility Privatization); Requested by Jack Walsh Notes: Never Issued "$976,932.00"		Cancelled	$0.00	$0.00	$0.00
2020-09	Corrosion Control Study; Requested by Peter Davis; Project # WS19CF; PO/RQ#: 76439-40701; Notes: PO Balance Liquidated $13,366.46 [DK-03/22/22] Original Task Order Amount $111,058.00	4/8/2020	Completed	$111,058.00	$97,691.54	$0.00
2020-09 LI	Liquidated; Requested by Peter Davis		Completed	($13,366.46)	$0.00	$0.00
2020-10	Assistance & Support for SCADA; Requested by Shawny Weston; PO/RQ#: 76569-40860; Notes: PO Balance Liquidated $65,010.48 per Shawny [Dk-03/22/22] Original Task Order Amount $175,000.00	1/22/2020	Completed	$175,000.00	$109,989.52	$0.00
2020-10 LI	Liquidated; Requested by Shawny Weston		Completed	($65,010.48)	$0.00	$0.00
2020-11	Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP facilities and systems.; Requested by Shawny Weston; Project # WS20DM; PO/RQ#: 76986-41449;	8/26/2020	Completed	$143,094.00	$142,048.00	$0.00
2020-11 LI	Liquidated; Requested by Shawny Weston		Completed	($1,046.00)	$0.00	$0.00
2020-12	Update of Fixed Assets and Systems Data; Requested by Jack Walsh; Project # WS21FA; PO/RQ#: 76942-41400; Notes: PO Balance Liquidated $27,419.00 [DK-3/22/22]Original Task Order Amount $58,321.00	8/26/2020	Completed	$58,321.00	$30,902.00	$0.00
2020-12 LI	Liquidated; Requested by Jack Walsh		Completed	($27,419.00)	$0.00	$0.00

2021-13	FY21 Engineering Services for Water System Program Management Services - Water Supply; Requested by Shawny Weston; PO/RQ#: 77434-41950;	10/27/2020	Completed	$374,708.00	$374,708.00	$0.00
2021-13.1	Support Services for upgrades to SCADA servers; Requested by Sean McFarland; PO/RQ#: 77434-41950; Notes: City Manager signed proposal on 07/15/21. [DK-03/23/22]	7/13/2015	Completed	$65,000.00	$49,261.15	$0.00
2021-13.1 L	Liquidated; Requested by Sean McFarland		Completed	($15,738.85)	$0.00	$0.00
2021-14	FY21 Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77279-41814; Notes: Liquidated $12.50 per ICORF dated 09/12/22. See requ folder	9/23/2020	Completed	$178,052.00	$178,039.50	$0.00
2021-14 LI	Liquidated; Requested by Katherine Ennis		Completed	($12.50)	$0.00	$0.00
2021-15	FY21 Engineering Services for the Water System Program Mnagement Services for Cocoa Utilities Operating Revenuw Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77309-41885;	9/23/2015	Completed	$453,926.00	$413,870.54	$0.00
2021-15 LI	Liquidated; Requested by Katherine Ennis		Completed	($40,055.46)	$0.00	$0.00
2021-16	FY21 WFO Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 77426-41873; Notes: PO Balance Liquidated $56,667.27 [DK-03/22/22]Original Task Order Amount $224,883.00	10/13/2020	Completed	$224,883.00	$168,215.73	$0.00
2021-16 LI	Liquidated; Requested by Melinda Keesee		Completed	($56,667.27)	$0.00	$0.00
2022-17	Program Management & SCADA Services; Requested by Shawny Weston; PO/RQ#: 78697-43602;	9/28/2021	Completed	$374,956.00	$374,952.50	$0.00

2022-17.1	Project Management & SCADA; Requested by Sean McFarland; PO/RQ#: 79774-44900; Notes: Emailed TO to Brian on 06/01/2022 for review and approval. Also asked him to save a copy of the proposal into the Task Order	7/12/2022	Completed	$115,164.00	$108,057.48	$0.00
2022-17.1 L	Liquidated; Requested by Sean McFarland		Completed	($7,110.02)	$0.00	$0.00
2022-18	FY22 WFO Division Cross Connection Control Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 79012-43961; Notes: 03/01/2023 per email from Melinda K. the remaining balance on this PO $19,302.50 is to be liquidated. Original Task Order Amount	9/14/2021	Completed	$224,850.00	$205,547.50	$0.00
2022-18 LI	Liquidated; Requested by Melinda Keesee		Completed	($19,302.50)	$0.00	$0.00
2022-19	FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support; Requested by Jack Walsh; Project # WS1221; PO/RQ#: 78728-43623; Notes: Liquidated $38,745.00 [DK-10/27/2022]Original Task Order	9/14/2021	Completed	$249,280.00	$210,535.00	$0.00
2022-19 LI	Liquidated; Requested by Jack Walsh		Completed	($38,745.00)	$0.00	$0.00
2022-20	FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 78704-43625;	9/14/2021	Completed	$597,069.00	$395,828.36	$0.00
2022-20 LI	Liquidated; Requested by Katherine Ennis		Completed	($201,240.64)	$0.00	$0.00
2022-21	Viera Booster Station Chloramination Improvements - Permitting & Design; Requested by Shawny Weston; Project # WS21VP; PO/RQ#: 78688-43590; Notes: Liquidated $2,016.50 [DK-10/27/22] Original Task Order	9/28/2021	Completed	$84,494.00	$82,477.50	$0.00
2022-21 LI	Liquidated; Requested by Shawny Weston		Completed	($2,016.50)	$0.00	$0.00

2022-22	FY22 Engineering Services for the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing; Requested by Katherine Ennis; Project # WS21SC; PO/RQ#: 78709-43634;	9/28/2021	Active	$305,867.00	$254,588.56	$51,278.44
2022-23	Elevated Tank Rehabilitation - Design and Bidding Services; Requested by Peter Davis; Project # DYET22; PO/RQ#: 79792-44745; Notes: Task Order # 2022-23 provided to Peter on 04/01/2022 [DK-04/01/22] Estimated Proposal 35,056.00	5/5/2022	Active	$35,056.00	$20,803.50	$14,252.50
2022-24	36" Wm Relocation Seay Ray Drive Bridge (Sykes Creek); Project # WS21SC Notes: Emailed Task Order # to John Perrin [DK-06/06/2022] Per John this will need to be a FY23 Task Order. New Task Order #		Cancelled	$0.00	$0.00	$0.00
2022-25	Viera Pump Station Chlorination Improvements; Requested by David Veloza; Project # WS21VP; PO/RQ#: 80175-45458; Notes: Task Order # 2022-25 emailed to David Veloza [DK-06/29/2022]	9/13/2022	Active	$93,880.00	$10,199.50	$83,680.50
2023-26	FY23 City of Cocoa Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80172-45444; Notes: Emailed TO # 2023-26 to Katie [DK-07/11/2022]	9/13/2022	Active	$249,538.00	$187,811.50	$61,726.50
2023-27	FY23 Engineering Services for the Water System; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80171-45443; Notes: Emailed Task Order # 2023-27 to Katie [DK-07/19/22] Emailed TO to Brian [DK-08/03/22]	9/13/2022	Active	$692,563.00	$407,183.00	$285,380.00
2023-28	FY23 Engineering Services for the Water System; Requested by Sean McFarland; PO/RQ#: 80061-45338; Notes: Task Order # 2023-28 provided to Sean via phone call. [DK-08/02/22]	9/13/2022	Active	$399,726.00	$312,267.72	$87,458.28
2023-28.1	Project Management Serices; Requested by Sean McFarland; PO/RQ#: 80061-1-45338; Notes: TO Amendment emailed to Brian [DK-05/25/2023] To Amendment emailed back to Requestor to get Council Approval	7/11/2023	Active	$85,520.00	$0.00	$85,520.00
2023-29	Sea Ray Drive_Sykes Creek WM Crossing SDC; Requested by John Perrin; Project # WS21SC; PO/RQ#: 80515-45829; Notes: Emailed Task Order # 2023-29 to John Perrin [DK-08/03/2022] Emailed Task Order #2023-29 to Brian [CS-11/23/22]	12/13/2022	Active	$124,519.00	$20,836.50	$103,682.50
2023-30	FY23 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 80496-45805; Notes: emailed Task Order # 2023-30 to Melinda [DK-08/16/2022] emailed Task Order to Brian for approbval [DK-08/19/2022]	9/13/2022	Active	$224,554.00	$121,704.00	$102,850.00

2023-30.0	PO was issued for $10.00 less; Requested by Melinda Keesee		Active	($10.00)	$0.00	($10.00)
2023-30.1	FY23 WFO & Cross Connection Control (CCC) Support Adjustment; Requested by Melinda Keesee Notes: 11/14/2022 emailed Task Order Amendment to Brian [DK-11/14/2022]		Cancelled	$0.00	$0.00	$0.00
2023-31	Dyal Install New Well 17; Requested by David Veloza; Project # WS20DW; PO/RQ#: 81190-46703; Notes: Task Order # emailed to David [DK-05/18/2023] Emailed Task Order to Lora for Approval. [DK-06/26/2023]	7/11/2023	Active	$227,902.00	$0.00	$227,902.00
2023-32	Dyal WTP SCADA HMI Server; Requested by Katrina Combs; Project # WS18SC; PO/RQ#: 81218-46742; Notes: Emailed Task Order # 2023-32 to Katrina [DK-07/05/2023] Emailed Task Order to Brian for Approval [DK-07/07/2023]	7/25/2023	Active	$367,952.00	$0.00	$367,952.00
2023-33	Carbon Dioxide System Replacement; Requested by Katrina Combs; Project # WS23BR Notes: Emailed Katrina Task Order # [DK-07/17/2023] Emailed Task Order to Brian [DK-07/20/2023]		Pending	$147,898.00	$0.00	$0.00
2024-34	FY2024 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; Project # WS13BC Notes: Emailed Task Order # to Melinda [DK-08/03/2023] Emailed Task Order to Brian for signature 8.10.23 (cs)		Pending	$223,524.00	$0.00	$0.00
2024-35	FY2024 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support; Requested by Katrina Combs Notes: Task Order Number emailed to Katrina [DK-08/07/2023]		Pending	$434,676.00	$0.00	$0.00
2024-36	FY2024 Plan Review, Permitting Assistance and Utility Support; Requested by Kimberley Ross Notes: Emailed Task Order # to Kimberley [DK-08/07/2023] Emailed Task Order to Brian for signature 8.15.23 (cs)		Pending	$308,840.00	$0.00	$0.00
2024-37	FY2024 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Kimberley Ross Notes: Emailed Task Order # to Kimberley [DK-08/07/2023]		Pending	$694,429.00	$0.00	$0.00

Legislation Details (With Text)

File #:	23-512	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	8/15/2023		**In control:**	City Council	
On agenda:	9/12/2023		**Final action:**		
Title:	Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) dated October 1, 2021 to September 30, 2024, amending Article 28 Wages for Fiscal Year 2024. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	PBA				
Code sections:					
Attachments:	MOU PBA FY24 WAGES (City Council September 12).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2023
Agenda Date: September 12, 2023
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) dated October 1, 2021 to September 30, 2024, amending Article 28 Wages for Fiscal Year 2024.

BACKGROUND:

On September 14, 2021, City Council approved the ratification of a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) for the contract term of October 1, 2021 through September 30, 2024. As part of that agreement, salary pay grades and annual wage increases were agreed for the three-year term, which included a seven percent (7%) increase for Fiscal Year 2022 and three percent (3%) increases for Fiscal Years 2023 and 2024. Due to the current market demands and low applicant pools, our salaries are well below the market averages for Police Officers and Communication Officers. The City has experienced high turnover to other cities in Brevard County with higher starting salaries.

This contract includes the classifications of Police Officers, Police Sergeants, and Dispatch/Communication Officers. City Staff recommends increasing the pay plan minimums and maximums by eleven percent (11%) to make the City more competitive and to help retain officers. Additionally, City Staff recommends an annual wage increase of eleven percent (11%) instead of the original three percent (3%) already ratified in the current contract. This brings the salaries to the current market.

Classification	Previous Pay Grades	Revised Pay Grades
Dispatch/Communications Officer	$34,465.60 ($16.57) - $56,721.60 ($27.27)	$38,251.20 ($18.39) - $62,961.60 ($30.27)
Police Officer	$45,073.60 ($21.67) - $70,512.00 ($33.90)	$50,024.00 ($24.05) - $78,270.40 ($37.63)
Police Sergeant	$60,091.20 ($28.89) - $93,121.60 ($44.77)	$$66,705.60 ($32.07)- $103,355.20 ($49.69)

Prior to these wage increases being proposed, there were multiple public meetings explaining the critical need for these salary changes. Additionally, the tentative millage rate was established based on the wage proposals for public safety. After the tentative millage rate was set, a negotiation meeting was held with the PBA representatives. The union held a ratification vote on August 24 to ratify the revised agreement with a unanimous yes vote.

STRATEGIC PLAN CONNECTION:

Public Safety/Community Standards - In order to attract and retain a skilled community-oriented and diverse sworn and civilian workforce, the City of Cocoa must have competitive wages.

BUDGETARY IMPACT:

Budgeted Yes

These wage increases have been built into the proposed FY2024 Budget.

PREVIOUS ACTION:

At a regular City Council Meeting on September 14, 2021, Council approved a three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) for the contract term of October 1, 2021 through September 30, 2024.

RECOMMENDED MOTION:

Approve the Memorandum of Understanding between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) dated October 1, 2021 to September 30, 2024, amending Article 28 Wages for Fiscal Year 2024.

AGREEMENT TO AMEND THE COLLECTIVE BARGAINING AGREMENT
BETWEEN THE CITY OF COCOA AND
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (CFPBA)

This agreement is entered by and between the City of Cocoa (City) and the Coastal Florida Police Benevolent Association, Inc. (CFPBA), Rank and File. The City and CFPBA are parties to a Collective Bargaining Agreement (CBA) effective October 1, 2021 through September 30, 2024. This agreement is intended to document the City's and CFPBA's mutual agreement to amend Article 28 Wages of the CBA as stated below (underlined type are additions and ~~strikeout~~ type are deletions to the CBA).

ARTICLE 28 WAGES

Section 1. Effective with the first pay period of Fiscal Year 2022, the City shall provide a seven percent (7%) wage increase for sworn bargaining unit members and five percent (5%) for non-sworn bargaining unit members employed as of the ratification date of this Agreement. For Fiscal Year 2023, the City shall provide bargaining unit members with a three percent wage increase based on budgetary appropriations and Council budget adoption. If the 3% wage increase for Fiscal Year 2023 is not appropriated by Council, the City shall give notice of such to the union, and this article will automatically reopen solely for the purposes of negotiating wages for the fiscal year at issue. For Fiscal Year 2024, the City shall provide bargaining unit members with a 11% wage increase contingent on budgetary appropriations and Council budget adoption. The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	**Grade**	**Minimum Hrly/Annual**	**Maximum Hrly/Annual**
Dispatch/Communications Officer	PU6	$18.39/$38,251.20	$30.27/$62,961.60
Police Officer	PU9	$24.05/$50,024.00	$37.63/$78,270.40
Police Sergeant	PU12	$32.07/$66,705.60	$49.69/$103,355.20

Section 2. For fiscal year 2022, bargaining unit members hired on October 1, 2020 or after that are below the new minimum will be brought to the new minimum. If their starting pay was above the new minimum, they will receive a prorated wage increase equivalent to the number

of full calendar months they were employed. For example, a Police Officer with a new hire date of June 15 will be eligible for 3/12 of the annual wage increase in accordance with 29.1, with counting months of July-September and new hire that starts on June 1 would receive 4/12 of the annual wage increase with counting the month of hire as a full month.

Section 3. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 4. Under no circumstances will employees be eligible to receive a wage increase above the maximums for their pay grade. Once the maximum has been reached, the employee will receive a lump sum payment. There could be instances where the amount is split between an hourly rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. Police Officers, Sergeants, and Dispatchers assigned to evening, evening relief, and midnight relief, and midnight shifts shall receive a shift differential premium as follows for each hour worked:

Evening Shift	$.50 per hour
Midnight Shift	$.75 per hour

Section 6. Bargaining unit employees assigned as follows shall receive the incentive pay noted below, per hour, in addition to their base pay while so assigned:

Assignment	Incentive Pay
Canine Officer (K-9)	$.25 per hour
Traffic Homicide (THI)	$.25 per hour
Motor Unit	$.25 per hour
Comms./Dispatch Training Officer	5% when training
Field Training Officer (FTO)	5% when training
Detective/Vice/Plainclothes	5%
Internal Affairs (IA)	5%

Special Weapons and Tactics (SWAT)	$.50 per hour
Crisis Negotiations Unit (CNU)	$.50 per hour
School Resource Officer (SRO)	$.50 per hour
Community Engagement Unit (CEU)	$.50 per hour
Lead Dispatcher	5%
Corporal Assignment	5%
Communications Ctr Supervisor	5%

Section 7. An internal employee promoted to the rank of Sergeant shall be brought to the minimum of the pay range or received a salary increase equivalent to five percent (5%) above their existing base wage, whichever is greater. In the event the internal employee was assigned to a detective specialty unit or held the rank of Corporal for two years or more and the assignment dates were within the last thirty-six months prior to the Sergeants promotion date, their salary will increase by ten percent (10%).

The CFPBA members ratified these CBA changes with a unanimous member vote on August 24, 2023. City Council ratified the changes at a regular City Council Meeting on September 12, 2023.

Signed: _____ CFPBA

Signed: _____ CFPBA

Signed: _____ City of Cocoa

Legislation Details (With Text)

File #:	23-518	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	8/17/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Approve the revised collective bargaining agreement between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, amending Article 29 Wages for Fiscal Year 2024. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	IAFF, Labor, labor union, Union				
Code sections:					
Attachments:	IAFF Contract Oct 1 21 to Sept 30 24 With new FY24 Wages (FINAL).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 23, 2023
Agenda Date: September 12, 2023
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the revised collective bargaining agreement between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, amending Article 29 Wages for Fiscal Year 2024.

BACKGROUND:

On September 14, 2021, City Council approved the ratification of a three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024. As part of that agreement, salary pay grades and annual wage increases were agreed for the three-year term, which included a seven percent (7%) increase for Fiscal Year 2022 and three percent (3%) increases for Fiscal Years 2023 and 2024. Due to increased turnover and market salary survey results, it is recommended to increase the starting salaries and higher wage increases for Fiscal Year 2024.

This contract includes the classifications of Firefighters (EMT), Driver/Operator, and Lieutenants. City Staff recommends increasing the pay plan minimums and maximums by twenty-two percent (22%) to make the City more competitive and to help retain employees. Additionally, City Staff recommends an across the board $3.75 hourly rate increase to base wages instead of the original three percent (3%) already ratified in the current contract.

Classification	Previous Pay Grades	Revised Pay Grades

Firefighter (EMT)	$38,116 - $66,300	$46,514 - $80,886
Driver/Operator	$46,488 - $69,600	$56,706 - $84,916
Lieutenant	$57,954 - $82,800	$70,694 - $101,036

Prior to these wage increases being proposed, there were multiple public meetings explaining the critical need for these salary changes. Additionally, the tentative millage rate was established based on the wage proposals for public safety. After the tentative millage rate was set, a negotiation meeting was held with the IAFF representatives. The union approved these proposed changes with a passing ratification vote of Yes - 22, No - 1. Staff recommends Council to approve the new wage article for Fiscal Year 2024.

STRATEGIC PLAN CONNECTION:

Public Safety/Community Standards - In order to attract and retain a skilled community-oriented and diverse sworn and civilian workforce, the City of Cocoa must have competitive wages.

BUDGETARY IMPACT:

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

These wage increases have been built into the proposed FY2024 Budget.

PREVIOUS ACTION:

At a regular City Council Meeting on September 14, 2021, Council approved a three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024.

RECOMMENDED MOTION:

Approve the revised collective bargaining agreement between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, amending Article 29 Wages for Fiscal Year 2024.

AGREEMENT

BETWEEN

CITY OF COCOA

AND

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, LOCAL 2416

October 1, 2021 to September 30, 2024

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, herein referred to as the "City", and Local 2416, International Association of Firefighters (IAFF), hereinafter referred to as the "Union", to establish an orderly and peaceful procedure for settling differences which arise, and to set forth an agreement between the parties concerning wages, hours and other terms and conditions of employment.

The Union hereby and herewith covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it, and the employees it represents, will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth.

Likewise, the City hereby and herewith covenants, agrees and represents to the Union that it will faithfully and diligently abide by and be strictly bound to all provisions of this Agreement as set forth herein.

ARTICLE 1 - RECOGNITION

1.1 The parties agree that the Union is recognized as the exclusive bargaining agent for all bargaining unit members of the City of Cocoa Fire Department as determined by the Florida Public Employee Relations Commission and set forth in Certification #206. Covered members include all employees of the City of Cocoa Fire Department in the positions of Firefighter and Fire Lieutenant[1].

[1] The City and Union have agreed to jointly file a Unit-Clarification Petition with PERC during Fiscal Year 2022 to add the Driver/Operator position to the bargaining unit.

1.2 The City herewith covenants, agrees and represents to the Union that it recognizes its obligation to bargain with the Union, only through the Union President and/or his/her representative, over wages, hours, and terms and conditions of employment of employees represented by the Union, and that it will faithfully and diligently abide by its obligation to bargain.

1.3 The Union herewith covenants, agrees and represents to the City that it recognizes its obligation to bargain with the City, only through the City Manager and/or his/her representative, over wages, hours, and terms and conditions of employment of employees represented by the Union, and that it will faithfully and diligently abide by its obligation to bargain.

ARTICLE 2 - DISCRIMINATION

2.1 The City and the Union agree not to discriminate in any way, including the application of the articles of this Agreement, against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, sex, color, national origin, age, physical handicap, marital status, creed, political affiliation, or because of activities undertaken for the mutual benefit and protection of members of the Union.

2.2 Members of the bargaining unit agree that they will perform their respective duties loyally and continuously under the terms of this Agreement, and will pledge to protect the interest of the City, to conserve property, protect the public and give service of the highest quality.

2.3 In exchange, the City pledges to the Union and the members of the bargaining unit, employment (provided sufficient funds are available), wages, and those privileges and benefits in accordance with the provisions of this Agreement.

ARTICLE 3 - SEVERABILITY

3.1 If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union and attempt to agree upon a replacement article or articles.

ARTICLE 4 - APPENDICES AND AMENDMENTS

4.1 Any appendices or amendments that may be mutually agreed upon between the parties during the terms of this Agreement shall be lettered, dated and signed by the appropriate, responsible parties, ratified by the members of the bargaining unit and the City Council, and will become a part of this Agreement and subject to all its other applicable terms.

ARTICLE 5 - PREVAILING RIGHTS

5.1 All rights, privileges, and working conditions enjoyed by bargaining unit employees which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent, or as otherwise allowed by this Agreement or applicable law.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 The City shall have the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. The City shall also have the right to exercise any

other prerogatives established by law and/or as determined by the Public Employees Relations Commission or a court of competent jurisdiction. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

ARTICLE 7 - POLICIES AND PROCEDURES

7.1 Except as modified by a specific provision of this Agreement, employees covered hereunder shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Personnel Policies Manual and/or the new Employee Handbook, the Safety Manual and the Managed Care Arrangement.

7.2 The City reserves the right to add, modify, change or delete any existing personnel policies and procedures of the City of Cocoa and the Fire Department provided, however:

1. That no changes or new rules shall negate, override, contradict or circumvent any provision of this Agreement.

2. That the Union shall be notified, in writing, not less than twenty (20) days before the City plans to substantially change or implement a new rule. If either the Union or the City request a ten (10) day extension in writing, it will be granted if requested within ten (10) days prior to policy or procedure effective date. Additional timeframe extensions may be given with mutual agreement between the Union and the City. During this time period the Union will notify the City if it wishes to engage in impact bargaining and identify the impacts to the City.

3. That the City will not implement new rules until the Union has been given the opportunity to collectively bargain over the change and/or the impact any such changes

may have upon the terms and conditions of employment of the members of the bargaining unit.

4. That when such changes or new rules are implemented, all employees and the Union shall be provided a copy electronically in order for the employees and the Union to become familiar with the content and operation.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 A grievance, within the meaning of this Agreement, shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement. All grievances must be filed at Step 1 within sixty (60) calendar days of the occurrence or when the employee should have reasonably been aware of the issue.

INFORMAL STEP: The Union and the aggrieved bargaining unit employee shall discuss verbally with Management the incident or the occurrence that gave rise to the grievance. Management shall respond to the member or the members of the bargaining unit within ten (10) calendar days from the end of the shift that the incident or occurrence was discussed. If the bargaining unit employee or employees believes the incident has not been resolved, he/she shall advance the grievance to Step 1 of the Grievance Procedure.

STEP 1: The grievance will be submitted, in writing on the attached Grievance Form, to the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, shall meet with the Union and the aggrieved employee or employees, within ten (10) calendar days of receipt of the grievance. The Fire Chief, or his/her designee, shall render a written decision within ten (10) calendar days following the Step 1 grievance meeting.

STEP 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the City Manager, or his/her designee, within ten (10) calendar days of when the response was due, in Step 1. The City Manager, or his/her designee, shall meet with the Union and aggrieved employee or employees, within ten (10) calendar days following receipt of the grievance. The City Manager, or his/her designee, shall render a decision within fourteen (14) calendar days following the Step 2 grievance meeting.

STEP 3: Any dispute over the nature and scope of the remedy shall be resolved by the Arbitrator pursuant to this Article. Any grievance not otherwise resolved through the foregoing steps may be referred to arbitration within fourteen (14) calendar days of the time the City Manager's response was due. Any request for extension of the time limit may be granted by written mutual consent.

8.2 Rules of Grievance Procedure:

A. A written grievance shall be dated and signed by the aggrieved employee and the Union representative presenting it. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

B. All grievances must be reduced to writing at Step 1, and must set forth:

1. A complete statement of the grievance and facts upon which it is based.

2. The remedy of correction requested.

3. The section or sections of this Agreement claimed to have been violated.

C. At any step of the grievance procedure, the Fire Chief or the City Manager may appoint a person to act on his/her behalf.

D. Any of the time limits specified above may be extended by written mutual consent.

E. When a grievance is general in nature in that it applies to a number of members of the bargaining unit having the same or similar issue(s) to be decided, it shall be filed by the President of the Union or his designee.

F. The Union must be invited to attend any meeting where the resolution of a grievance may occur.

G. The Union and/or employee must select either this Grievance Procedure or the City's grievance/hearing procedures as outlined in the City Personnel Policies as to any matter covered by this Agreement. In no case can the Union and/or employee pursue a grievance under this Agreement and a grievance/hearing under the City's Personnel Policies. Whichever procedure is first initiated shall be the Unions/employee's exclusive avenue of formal internal redress.

H. The Union Executive Board shall determine if any Grievance moves to Arbitration.

8.3 Rules of Arbitration:

1. The parties to this Agreement will attempt to agree upon an independent arbitrator. If the parties cannot agree, either party will contact the Federal Mediation and Conciliation Service to request a panel of nine (9) arbitrators from which a selection shall be made. Each party has the right to request one (1) new panel of arbitrators. The arbitrator shall have the jurisdiction and the authority to hear a grievance as defined in this Article

and to render a decision which is binding on both parties. However, the arbitrator shall not have authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

2. The parties shall attempt to agree in writing as to the statement of the matter to be arbitrated prior to the hearing.

3. Each party shall bear the expense of its own witnesses and its own legal representatives. The expenditures of the impartial arbitrator shall be borne by the losing party as directed by the arbitrator. In the event there is not a directed losing party, the expense of the arbitrator shall be borne equally. Any party requesting a copy of the transcription of such arbitration hearing shall bear the cost of same.

ARTICLE 9 - PROBATION

9.1 All new employees in the Fire Department bargaining unit will serve twelve (12) months of probation. New hire probationary employees may be terminated with or without cause at management's discretion during the probationary period. The probationary period for bargaining unit employees promoted from Firefighter to Lieutenant or Firefighter to Driver will be for a period of six (6) months. In the event a bargaining until employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

9.2 New hire probationary employees may not take vacation during the first six (6) months of the probationary period. After six (6) months they may take vacation as long as they have a satisfactory or above performance evaluation.

9.3 New hire probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

9.4 New hire probationary employees shall not be allowed shift exchanges while on probation. Exceptions may be allowed with the approval of the Fire Chief or his/her designee.

9.5 New hire probationary employees on shift shall be tested every three months on streets, addresses, block numbers, fire suppression systems, equipment, standard operating procedures and rules and regulations of the department, firefighting skills, patient care, hazardous materials, driving, operating and pumping of apparatus and equipment. The test shall be a written and performance based test in accordance with the standard operating procedures for probationary employees, and probationary employees shall be required to achieve a minimum score of 75% on all component tests. Probationary employees scoring less than 75% on a component test will be entitled to one (1) retest.

9.6 Probationary employees shall be evaluated as directed by the Fire Chief or his/her designee in accordance with the Department's established policies and procedures.

ARTICLE 10 - DUES DEDUCTION

10.1 The City shall deduct Union dues from the pay of each bargaining unit employee covered by this Agreement, provided that at the time of such deduction there is in the possession of the Payroll Section of the Finance Department of the City a current written authorization by the bargaining unit employee submitted by the Union. Such authorization may be revoked by the bargaining unit employee at any time upon at least thirty (30) days written notice to the Union and to the Human Resources. Dues shall be deducted on a bi-weekly basis.

10.2 At the time of execution of this Agreement, the Union shall advise the Payroll Section of the City, in writing, of the exact amount of regular monthly dues. Thereafter, if the Union requests the Payroll Section of the City to deduct a different amount of dues, such request shall be effective only upon a written statement by the Treasurer of the Union to the Payroll Section

of the City that the new amount is for regular dues only approved by the members in accordance with the applicable law.

10.3 The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City because of actions taken by the City in good faith reliance of the force and legality of the Union dues check-off forms provided by the Union.

10.4 All amounts deducted from the pay of members pursuant to this Article shall be remitted by electronic payment to the Treasurer or other Union designated financial officer along with an official printout documenting the deductions within ten (10) calendar days of the month following on which the deductions were made.

ARTICLE 11 - OCCUPATIONAL SAFETY AND HEALTH

11.1 The City agrees to comply with all applicable safety and health laws and regulations applicable. Given the inherent dangers and risks associated with the fire service, the City agrees to implement precautionary measures as necessary to promote the health and safety of its Fire Department personnel.

A. A Fire Department Workplace Safety Committee composed of four (4) members, two (2) members appointed by the Union President and two (2) members appointed by the Fire Chief, or his/her designee. The City's Safety Coordinator shall serve as an advisor to the committee.

B. The goal of the committee is to achieve and maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accident, death, injuries and illness to personnel. The Committee shall adopt rules prescribing the duties and functions of the Fire Department Safety and Health Committee that will be documented in the Cocoa Fire Department Safety and Health Manual. These

rules should include, but are not limited to, assisting in the development and implementation of procedures for conducting workplace safety inspections and reviewing workplace accidents and injuries; evaluating accident prevention and illness-prevention programs; and making recommendations that will include training for Committee members.

C. Safety and Health Committee members may be allowed time off with pay to attend meetings as approved by the Fire Chief or his/her designee and shall receive no additional compensation without prior authorization of the Fire Chief or his/her designee.

11.2 All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco products of any kind at all times, whether on or off duty. Violation of this provision will be subject to disciplinary action, up to and including termination. The parties further agree to encourage members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a tobacco cessation program. Voluntary participation in such program is to be performed off-duty.

ARTICLE 12 - BULLETIN BOARDS

12.1 The City will authorize the Union use of bulletin boards at each Fire Station. The boards will be used only for the following notices:

1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union elections.

4. Reports of Union committees.

5. Newspaper clippings.

6. Other official Union communications.

All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current.

12.2 Notices and announcements shall not contain anything political or controversial, reflecting upon the City, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted.

12.3 Any violations of this Section shall entitle the City to immediately remove any offending materials.

ARTICLE 13 - PROMOTIONS

13.1 Promotions shall be in accordance with the Fire Department's Promotions SOPs, as created by the Fire Department. Any changes in this policy will be made by mutual agreement of the City and Union at least three months prior to the test.

A. Applicants must notify the Fire Chief, or his/her designee, at least thirty (30) days prior to the exam date, of their commitment to sit for the exam, along with copies of certifications/degrees applicable to promotion for consideration of the Fire Chief or designee to be time/date stamped for the record. No applicant will be allowed to leave the examining room until the test is completed and turned in.

B. When a vacancy exists the City will make every effort to fill the vacancy within forty-five (45) days.

13.2 Promotions to the rank of Driver-Operator shall be based on the selection of the best qualified bargaining unit employee for the position available in accordance with the Fire Department's Promotions SOP.

A. Consideration for Driver-Operator will require a State of Florida Pump Operators Certification* and a minimum of two (2) years of unbroken and continuous service as a full-time Firefighter with the City of Cocoa prior to the date of the examination.

B. The eligibility process for as a Driver-Operator will be given in April of odd numbered years (every two years), in order to establish an eligibility list. The eligibility process shall consist of both a written exam and practical exercise. Subject areas and reference materials to be covered on the written exam will be announced ninety (90) days prior to the examination date and made available to all interested parties.

13.3 Promotions to the rank of Lieutenant shall be based on the selection of the best qualified bargaining unit employee for the position available in accordance with the Fire Department's Promotions SOP.

A. Consideration for promotion to Lieutenant will require a Florida Fire Officer One Certification and a minimum of four (4) years of unbroken and continuous service as a full-time Firefighter with the City of Cocoa prior to the date of the examination.

B. The promotional process will be given in April of even numbered years in order to establish an eligibility list. Subject areas and reference materials to be covered on the written exam will be announced ninety (90) days prior to the examination date and made available to all interested parties.

ARTICLE 14 - NO STRIKE CLAUSE

14.1 The Union and any and all members shall not cause, engage in or sanction any strike, slowdown, or other illegal concerned action for the term of this Agreement. Nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other persons who are not signatory parties to this Agreement.

14.2 The Union and any and all members agree that for the term of this Agreement it shall not cause, engage in or sanction any picketing or demonstrating in furtherance of a work stoppage.

14. 3 There will be no lock-out by the City for the duration of this Agreement.

ARTICLE 15 - WORKING OUT OF CLASSIFICATION

15.1 Any member of the bargaining unit required to work in a higher classification shall receive out of classification pay for each hour worked in such capacity in accordance with section 15.2.

15.2 Effective after the 2022 Lieutenant test and the 2023 Driver/Operator test, working out of class will only be offered to members on the eligibility list. Until the new promotional lists have been established, all opportunities for working out of classification within the rank of Lieutenant or Driver/Operator shall be first assigned to Firefighters on the current Lieutenant promotional list or Driver/Operator eligibility list. Once these lists have been exhausted, it should be offered, by seniority, to a member who has completed the requirements of 15.6 of this Article and will receive five percent (5%).

15.3 The pay differential for Driver/Operators on the promotion list will be seven and a half percent (7.5%). The pay differential for Lieutenants on the promotional list will be ten percent

(10%). However, if there is a Lieutenant and/or Driver/Operator working from another shift due to overtime or shift exchange, he/she shall be assigned as a Lieutenant and/or Driver/Operator and working out of classification pay is not applicable.

15.4 Lieutenants that successfully complete the in-house training program shall be eligible for working out of classification as a District Chief, if not in a probationary status and after the check-off is completed and shall receive ten percent (10%). Those that have not completed the training program will receive five percent (5%).

15.5 The City may assign bargaining unit employees to work out of classification to temporarily fill vacancies within Fire Department positions.

15.6 All eligible bargaining unit member will be offered an in-house training program that must be completed successfully to be assigned in a working out of classification position.

ARTICLE 16 - COUNSEL SERVICES

16.1 The City agrees, to the extent provided by its liability insurance, to undertake and pay for the defense of civil damage actions against any bargaining unit employee arising from or out of his/her actions and/or omissions in the course and scope of his/her employment or service as an employee, and the City will file proper and appropriate legal pleadings in such actions; The Union shall be kept fully informed regarding the City's defense of the bargaining unit employee, and shall fully cooperate in such defense.

16.2 The City agrees to indemnify, through its liability insurance, a bargaining unit employee for judgments levied against him/her as a result of the bargaining unit employee's actions while acting in the scope of his/her employment; provided, however, that the City shall have no obligation to defend or indemnify a bargaining unit employee where such employee's actions were

outside the course and scope of his/her employment, or were committed in bad faith, or were committed with malicious purpose, or were committed in a manner exhibiting wanton and willful disregard for human safety or property.

16.3 If the City and a bargaining unit employee are co-defendants in the same civil action, such action shall not be settled by the City unless prior to such settlement the City meets with the bargaining unit employee and his/her attorney, to advise them about settlement.

16.4 The application of this Article will not diminish an employee's rights under Florida Statutes Section 768.28(a).

ARTICLE 17 - ASSIGNMENT DURING NON JOB-RELATED DISABILITY

17.1 In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job related condition, the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodations, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).

B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and/or restrictions.

17.2 The Fire Chief, or his/her designee, shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

17. 3 Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise required by applicable law. In the event there is limited light duty work preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Fire Chief and the City Manager and documented in writing.

17.4 In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

17.5 Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior to returning to their normal shift.

ARTICLE 18 - GENDER

18.1 Whenever the male gender is used in this Agreement, it shall be understood to mean male or female members of the bargaining unit unless the context in which it is used renders it biologically unlikely or impossible.

ARTICLE 19 - SANITATION, MAINTENANCE AND UPKEEP

19.1 The City agrees to supply and make available for the benefit of bargaining unit members materials required in the day-to-day maintenance and upkeep of floors, windows, kitchen appliances and utensils, sleeping quarters, showers and bathroom facilities at all Fire Stations or other work locations of bargaining unit members. Furthermore, the City agrees to provide items necessary to satisfactorily maintain sanitary conditions of all quarters within all work locations. This includes the administrative offices in fire stations. Bargaining unit employees are not responsible for maintaining or cleaning the administration take home vehicles.

19.2 Any materials or supplies needed to clean and maintain fire and rescue apparatus will be provided by the City. The City will be responsible for providing appropriate soaps or other cleaning agents to enable bargaining unit members to safely remove lubricants and other slippery materials from apparatus and floors, and to maintain a presentable appearance.

19.3 Agricultural, horticultural, and major facilities repair and non-routine maintenance services provided at other City locations will be provided at all Fire Station facilities.

ARTICLE 20 - STAFFING AND EQUIPMENT

20.1 The City shall determine, in its sole discretion, the type and number of equipment and apparatus to be used in the provision of fire and rescue services. The City shall also determine, in its sole discretion, the number and type of personnel to be assigned the shifts, apparatus and equipment. In establishing such staffing, the City shall consider safety (public employee), cost (including overtime expenses) and all other factors deemed relevant by the City.

20.2 When the food and personal needs of fire or rescue companies require visits to retail establishments, the companies shall be required to stay in service. Every reasonable effort will be

made to secure the vehicle and its contents. Whenever possible, visits to any retail establishment shall be made during the return from another station or from a service connected trip.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

21.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause.

ARTICLE 22 - TRANSFER

22.1 Members of the bargaining unit shall have the right to temporarily exchange station assignments in the same classification, upon providing at least a minimum of twenty-four (24) hours advanced written request. The request must have the written approval of the Fire Chief or his designee. Any such transfer shall not reduce or impair the ability of the Fire Department to provide necessary services. When a vacancy occurs in a bargaining unit position, the senior member holding that same classification shall be given first consideration for transfer to that vacant position. Employees in a probationary period status are not eligible for station transfers.

22.2 Any transfer, whether temporary or to fill a vacant position, may be granted as long as there is no cost or additional expense to the City.

22.3 If the City determines a shift transfer is required, the least senior firefighter in the job classification, to include EMT/Paramedic and Solo-Paramedic, that is necessary shall be moved.

22.4 Once the member has been transferred based on the operational need once in a 12-month period and that member would be subject to a second transfer based on the operational need in the same 12-month period, then that member shall be skipped and the transfer will fall to the next least senior member of that shift.

ARTICLE 23 - INVESTIGATIONS

23.1 The City shall comply with the Firefighter Bill of Rights whenever a bargaining unit member is under investigation and/or discipline may be given. Bargaining unit members may request Union representation (including legal counsel) for an investigation/hearing that may lead to discipline.

ARTICLE 24 - PERSONNEL FILES

24.1 Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

24.2 Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

24.3 The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy is provided to the employee.

24.4 Oral and Written discipline over 24 months in the personnel file will not be considered as a basis for further disciplinary action. This exclusion does not apply when the offense of the reprimand involves harassment or workplace violence.

ARTICLE 25 - SHIFT EXCHANGE

25.1 A request to exchange shifts form shall be filled out, signed, and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. Except for unforeseen circumstances, the request shall include the date the employee requesting the shift exchange will pay the employee working the

shift exchange back. Requests for shift exchange may be denied by the Fire Chief or his/her designee, if the shift exchange will interfere with the operation and/or activities of the Fire Department.

25.2 Shift exchange will be in writing and signed by both parties participating in the exchange on department approved forms. Tracking of exchanged time shall be the responsibility of bargaining unit members. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee. All shift exchanges must be completed within 12 months.

25.3 Shift exchanges may be granted as long as there is no cost or additional expense to the City and does not interfere with the operation and or activities of the Fire Department, to include, but not limited to maintaining the type and level of service as determined by the City.

25.4 Lieutenants may only exchange with another Lieutenant or Firefighter on the current Lieutenant Promotional List, or members who have completed the requirements in 15.6. Driver/Operators may only exchange with another Driver/Operator or Firefighter on the current Driver/Operator Promotional List, or members who have completed the requirements in 15.6. Effective after the 2022 Lieutenant test and the 2023 Driver/Operator test, shift exchanges will only be offered to members on the eligibility list. In the event the promotional list is exhausted, as there are no members on the list, employees exchanging shifts must be able to fulfill all the duties of the position/employee with which they are exchanging shifts.

25.5 The unit member agreeing to work the shift will be responsible and held accountable for the duty time. If the agreeing unit member agrees to work for another unit member but calls in sick and does not report for work, a physician's note will be required of the employee in order to utilize sick leave to cover lost time from work. The agreeing member is not eligible to

use vacation on a shift that he/she has agreed to work. In the event a unit member has failed to report to duty on an agreed shift exchange on multiple occasions, the unit member will lose the privilege for the shift exchange for one year.

25.6 All shift exchanges will be for time only. No other compensation is allowed.

ARTICLE 26 – UNIFORMS

26.1 Shift bargaining unit employees will be furnished all items of required uniforms in accordance with applicable Department Policy on an as needed basis and subject to annual budget appropriations and availability of item:

1. Uniform shirts, long or short sleeve=
2. Uniform or workout shorts
3. Dark blue uniform trousers
4. 1-1/4 inch black leather belt
5. Cocoa Fire Department badges
6. Name tags
7. T-shirts or casual style shirt
8. C.F.D. (Cocoa Fire Department) baseball type cap
9. Logo job shirt

26.2 The City will continue to replace any articles of uniform as they become worn, torn, or otherwise unserviceable due to normal wear and tear. Any member of the bargaining unit found to have lost, damaged, or destroyed articles of uniform through negligence will be required to pay for replacements. The cost of any required replacement, in such case, shall be through weekly deductions from the member's paycheck, of not more than twenty-five dollars ($25.00).

26.3 In lieu of a cleaning allowance, washers and dryers will be maintained in each of the stations. City washing machines and dryers may only be used for washing City issued items and linens/bedding used at the station.

26.4 Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

26.5 Uniforms and/or equipment issued by the City shall not be worn off duty unless performing a function for the City or in the best interest of the City, with the permission of the Fire Chief. Non-uniform t-shirts can be worn off duty with the permission of the Fire Chief.

26.6 The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred ($100.00) dollars and prescription eye wear not to exceed two hundred ($200.00) dollars, if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered. Members of the bargaining unit will be reimbursed up to one hundred ($100.00) dollars annually each fiscal year, for the purchase of shoes approved by the Fire Chief.

ARTICLE 27 - MILEAGE ALLOWANCE

27.1 Bargaining unit employees using their private vehicle for Fire Department business with prior approval of the Fire Chief or his/her designee, shall be compensated at the applicable City rate.

ARTICLE 28 - INSURANCE

28.1 The City will pay one hundred percent (100%) of the cost of the member's plan premiums, (up to the cost of the Core Plan), and fifty percent (50%) of the cost of the Core Plan for dependent premiums or other costs, providing sufficient revenues permit. For Fiscal Year 2022, the City will absorb the cost of the dependent coverage increase on the health plan.

28.2 The City will pay one hundred percent (100%) of the cost of member's long-term disability coverage.

28.3 Health and hospitalization benefits for future retirees will be provided in accordance with City Resolution 95-27 and Resolution 2008-133, as may be amended by City Council.

28.4 The Union will be allowed to have a representative on any Advisory Committee formed to review Health and Hospitalization Insurance.

28.5 The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with thirty (30) days of notice of any proposed changes. Bargaining unit employees shall also be able to participate in the City's flexible spending plan on the same basis as other City employees.

ARTICLE 29 - WAGES

29.1 Effective the first pay period of Fiscal Year 2022, the City shall provide a seven percent (7%) wage increase for bargaining unit members employed prior to January 1, 2021 For Fiscal Year 2023, the City shall provide bargaining unit members with a three percent (3%) wage increase based on budgetary appropriations and Council budget adoption. If the 3% wage increase for Fiscal Year 2023 is not appropriated by Council, the City shall give notice of such to

the union, and this article will automatically reopen solely for the purposes of negotiating wages for the fiscal year at issue. For Fiscal Year 2024, the City shall provide bargaining unit members employed for the entire Fiscal Year with a $3.75 wage increase or brought to the new minimum, whichever is greater, contingent on budgetary appropriations and Council budget adoption.

29.2 For Fiscal Year 2022, bargaining unit members hired after January 1, 2021 will be brought to the new minimum. For Fiscal Year 2023, bargaining unit members employed for a partial fiscal year will receive a prorated wage increase equivalent to the number of full calendar months they were employed. For example, a Firefighter with a new hire date of June 15, will be eligible for 3/12 of the annual wage increase, in accordance with 29.1, with counting months of July- September and new hire that starts on June 1 would receive 4/12 of the annual wage increase with counting the month of hire as a full month. For Fiscal Year 2024, bargaining unit members employed for a partial fiscal year will be brought to the new pay grade minimum.

29.3 Under no circumstances will employees be eligible to receive a wage increase above the maximum for their pay grade. Once the maximum has been reached, the employee will receive a lump sum for equivalent wage increase amount.

29.4 Employees who are promoted to Lieutenant or Driver/Operator Classification shall be placed in the new rank at the minimum, or receive a 5% increase, as defined in the City Personnel Policies, whichever is greater.

29.5 The Pay Plan for bargaining unit members is:

Classification	Firefighters	Driver/Operator	Lieutenants
Minimum	$46,514	$56,706	$70,694
Maximum	$80,886	$84,916	$101,036

ARTICLE 30 - INCENTIVE PAY

30.1 The parties agree that incentive pay increments for various certifications and educational attainments shall continue to be included in hourly rates of pay, as per Article 29, Wages.

30.2 The City agrees to provide adequate on duty training to all members of the bargaining unit who operate motorized equipment.

30.3 The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to "Florida Firefighter Standards and Training" in Florida Statutes, Chapter 633, will continue to receive such amounts.

30.4 All bargaining unit employees hired prior to October 1, 2021 holding a valid Paramedic certification shall receive $ .77/hour. The benefit of “patch pay” shall be eliminated once there are no existing employees utilizing this benefit.

30.5 Procedures for attaining Solo Paramedic status shall be established in accordance with the Department’s established policies and procedures. Once an employee is released by the medical director and Fire Chief to be a “solo status” paramedic, an incentive pay of $2.31 per hour will become effective. If a member loses the privilege to practice as a paramedic through discipline or action by the state this incentive pay shall be halted until the privilege is restored.

30.6 The City shall pay twenty-five dollars ($25.00) bi-weekly to any employee holding any two (2) of the below five (5) certifications/courses of study:

A. State of Florida Fire Officer II, III, or IV (only one (1) of the four (4) can be utilized)

B. State of Florida Fire Instructor I, II, or III (only one (1) of the three (3) can be utilized)

C. State of Florida Live Fire Instructor I or II (only one (1) of the two (2) can be utilized)

D. National Fire Academy Incident Safety Officer Certificate or equivalent approved by the Fire Chief

E. State of Florida Smoke Diver or equivalent approved by the Fire Chief.

ARTICLE 31 - HOURS OF WORK AND OVERTIME

31.1 The City shall establish a work period consisting of twenty-seven (27) days. Payment for overtime will be one and one-half (1-1/2) in excess of (200) hours of actual work in the twenty-seven (27) day work period as provided in the Fair Labor Standards Act. Fifty hours will constitute a normal workweek. The normal weekly wage for on-shift bargaining unit employees is derived by dividing the annual salary amount by two thousand six hundred (2,600) hours and multiplying by fifty (50). The City agrees to pay members of the bargaining unit at the rate of one and one-half (1-1/2) times the regular rate of pay for every hour worked outside of the normal twenty-seven (27) day work period schedule. It is understood that all time worked beyond the fifty (50) hour scheduled workweek will be at the rate of one and one-half (1-1/2) for overtime. Paid leave for vacation and witness duty for City purposes, will be counted as time worked for the purposes of computation of overtime. Sick leave, bereavement, short term military leave, and Jury Duty do not count as time worked for the purposes of computing overtime, unless issued mandatory overtime. Bargaining unit members called back to work from off duty shall be paid for all hours worked with a minimum of two (2) hours regardless of a lesser number of hours actually worked.

31.2 On-shift bargaining unit employees will work a week which averages fifty (50) hours per week running from Monday to Sunday. There will be a three (3) platoon system; twenty-four (24) hours on duty, twenty-four (24) off duty, commencing at 7:30 a.m. and ending at 7:30

a.m. the next morning, followed by twenty-four (24) hours off duty, cycled successively, until three (3) shifts have been worked. Thereafter, there will be a break of ninety-six (96) hours. All 27-day cycles will have nine (9) scheduled duty days.

31.3 The maximum number of on-shift Fire Department personnel allowed to be off at the same time is three (3); only two officers shall be allowed to take the same time off, unless approved by the Fire Chief or his designee. The maximum number of personnel allowed to be off on F.L.S.A. day is two (2).

31.4 It is understood and agreed, should there be a change in the Fair Labor Standards Act or circumstances adversely impacting the City, both sides shall meet and renegotiate a new work schedule.

31.5 Every attempt will be made to establish and post a monthly duty roster at least one week prior to the last scheduled shift of each month. Periodic breaks of ninety-six (96) consecutive hours will be taken off as scheduled, unless they are exchanged in accordance with Article 25, Shift Exchange. The same provisions will apply to time off and exchange of F.L.S.A. day.

31.6 Bargaining unit employees shall be required to return to work while off duty or to hold over on shift when deemed necessary by the City and the City has first attempted to procure a volunteer through the overtime list. Bargaining unit employees called back to work from off duty status or held over for less than one hour, shall be compensated for time worked rounded to the nearest five minutes and will have the pay added to their regular weekly paycheck for the week in which the overtime was worked.

31.8 On-shift bargaining unit employees will be granted one (1) F.L.S.A. day, also referred to as "Kelly" day, each 27-day cycle for a full year. On-shift bargaining unit employees

will select their F.L.S.A. days by December 31 of each year, starting with the most senior member and going down to the least senior member. This will enable us to maintain our two hundred (200) hours in the twenty-seven (27) day cycle. F.L.S.A. days may be changed or exchanged with more than forty-eight (48) hours of notice, unless it creates overtime, subject to approval of the Fire Chief or his/her designee. Criteria set forth under Shift Exchange, Article 25 shall be applied. F.L.S.A. day requests shall have priority over all other leaves.

31.9 On-shift bargaining unit employees will be granted time to rest during each twenty-four (24) hour work period requiring them remain available to respond to the needs of the department without delay. Normally, the hours to provide this rest time will be as follows: 4:30 p.m. to 7:00 a.m. on weekdays; 12:00 p.m. to 7:00 a.m. on Saturdays; and upon completion of routine duties, scheduled activities and prior authorization of the shift commander on Sundays and Holidays.

31.10 Overtime procedures for staffing and special events/activities shall be established in accordance with the Department's established policies and procedures.

ARTICLE 32 - JOB SECURITY

32.1 The city warrants that, for the life of this contract, there will be no transitioning (i.e. to the County or private services) of Fire Services.

ARTICLE 33 - BEREAVEMENT LEAVE

33.1 In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at the funeral. Extensions of the seven (7) calendar day time

frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

33.2 The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the Fire Chief.

33.3 A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 33.1. Bereavement leave will start the following day.

ARTICLE 34 - JURY DUTY/VOTING

34.1 Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

34.2 Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

34.3 Under special circumstances members of the bargaining unit who are registered to vote will be allowed sufficient time off via vacation leave to vote in local, state, and national elections, as long as level of service is maintained and there is no additional cost to the City. Notice to participate in the voting process shall be provided to the District Chief or his/her designee one (1) shift prior to Election Day.

34.4 Bargaining unit employees shall not be eligible for reimbursement by the City for any meals, lodging, travel or other expenses incurred while serving as a juror or to participate in the voting process.

ARTICLE 35 - VACATION

35.1 Vacation leave is a planned absence. Therefore, bargaining unit employees must request and have **prior** approval from their supervisor in order to take vacation. Supervisory approval of vacation requests shall be based on factors including, but not limited to operational needs, activities and workload, timeliness of request; available accrued vacation time, etc.

35.2 Shift employees are entitled to vacation with pay as follows:

Years of Service	# of Shifts
1 – 5	8
6 – 10	9
11 – 15	10
16 and over	12

35.3 Non-Shift employees are entitled to vacation with pay as follows:

Years of Service	Hours per Year
1 – 5	88
6 – 10	104
11 – 15	128
16 and over	152

First choice vacation requests for the year must be submitted to the Shift Commander by December 31, and run consecutively (they may include FLSA Days throughout). Vacation requests will be considered on the basis of seniority, consistent with the needs and requirements of the department.

35.4 Any other vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours based on a first come basis. The City will make every effort to meet the written request; however, the needs of the department will be given first consideration.

35.5 Vacation requests less than twenty-four (24) hours in advance may be granted by the District Chief on Duty, subject to the operational needs of the department at that time including but not limited to:

A. The bargaining unit employee reports to his/her duty station in uniform and ready to work;

B. One or more of the three (3) leave slots set forth in Article 31.2 are not being used for any part of the shift.

C. Does not result in a downgrade in the level of service from ALS to BLS.

D. Overtime is not created.

35.6 Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

35.7 Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees provides two (2) working weeks of advance written notice.

35.8 In the event of an employee's death, accrued vacation leave, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

35.9 If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

ARTICLE 36 - SICK LEAVE

36.1 On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Non-shift bargaining unit members receive eight (8) hours per month. Accrual is unlimited.

36.2 Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, five (5) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

36.3 Employees will notify their District Chief or designee at least one (1) hour before the start of their scheduled shift. Failure to provide sufficient notification shall result in disciplinary action.

36.4 A physician's note will be required of the employee in order to utilize sick leave to cover lost time from work if more than two (2) consecutive shifts, or if there is a pattern of abuse. Abuse of sick leave may be grounds for progressive discipline.

36.5 Bargaining unit employees shall have the option of participating in the City's Sick Leave Incentive Programs under the same terms as the City's general employees.

36.6 Sick leave will be paid, as follows, in the event of termination by:

1. **Resignation** Twenty-five percent (25%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) working weeks of advance written notice. Utilization of sick leave during the resignation notice period shall require a physician's note.

2. **Normal Retirement** (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 66 2/3% of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. **Disability Retirement** (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. **Death** - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate as normal retirement.

36.7 For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

ARTICLE 37 - HOLIDAYS

37.1 The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)

4. Memorial Day (Last Monday of May)

5. Independence Day (July 4th)

6. Labor Day (1st Monday of September)

7. Veteran's Day

8. Thanksgiving Day (4th Thursday in November)

9. Day after Thanksgiving (4th Friday in November)

10. Christmas Day (25th Day in December)

11. Employee's Birthday – employee will take his birthday off within 30 days.

37.2 Bargaining unit employees on-shift will be paid in the September timeframe at the end of each fiscal year for the first ten above listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Bargaining unit employees who are working a modified shift (light duty) or workers compensation will receive time off with pay for the holiday. If a bargaining unit employee is not employed, is working a modified shift (light duty) or workers compensation, or is on leave of absence at a time of reimbursement, the employee's pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours.

ARTICLE 38 - PERSONAL LEAVE, NON-PAID

38.1 The Fire Chief or his/her designee, with the concurrence of the City Manager, may allow each member of the bargaining unit up to six (6) shifts per year personal leave for reasons not covered by Articles in this Agreement. This time is non-paid and non-cumulative.

38.2 Due consideration will be given to requests for personal leave without pay in line with the requirements of the Department and budgetary impact

ARTICLE 39 - UNION BUSINESS

39.1 The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to Union office may be afforded time off with pay to perform their Union functions subject to **prior** approval of the Fire Chief, or his/her designee. This will be limited to the President and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department or result in payment for overtime or working out of classification.

39.2 Two (2) members of the Union negotiating team may be allowed to attend meetings which shall be mutually set by the City and the Union without loss of pay or applicable benefits.

39.3 The President of the Union or his/her designee may be allowed time off with pay to attend any and all meetings of the City Council, as long as this does not interfere with the operations of the Fire Department or result in payment for overtime or working out of classification.

39.4 All provisions of this Article require the **prior** approval of the Fire Chief, or his/her designee.

39.5 Union business will be considered as one (1) of the three (3) leave slots, as outlined in Article 35.5.

39.6 The Union shall be provided 144 hours per fiscal year for union business annually for union business not specifically outlined above. Time off for pension related business will not be considered union business under this article. Such hours off need to be requested, in writing, to the Fire Chief in advance, like vacation time, and are subject to 39.5 above.

ARTICLE 40 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

40.1 The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

40.2 All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety manual using the appropriate City forms.

40.3 Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

40.4 The City shall provide bargaining unit employees with paid injury leave equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income

from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

40.5 Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

40.6 Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

40.7 Upon a bargaining unit member's return to duty from a job related injury or illness, all medical related appointments and/or treatments that occur during normal working hours shall be charged to unit member's accrued sick leave balance or other accrued leave if the paid workers' compensation leave has been exhausted. Bargaining unit members shall make every effort to schedule medical related appointments and/or treatments during non-working hours so as to minimize disruption to the operation.

40.8 In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour work week while working a modified Monday through Friday schedule. The temporary light duty assignment shall not exceed 120 consecutive days.

ARTICLE 41 - PENSION

41.1 Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as provided below. All changes to the existing Plan will take effect on October 1, 2021 (the "effective date").

41.2 Plan benefits for credited service on and after the effective date will be the same as the Plan provisions in effect prior to the effective date, except as follows:

a. For employees hired after November 9, 2015, the normal retirement date will be the earlier of age 55 with 10 years of credited service or 25 years of credited service regardless of age, and separation from employment. For employees the normal retirement date shall be age 52 with 10 or more years of credited service or 25 years of credited service regardless of age.

b. Effective on and after the effective date, compensation for pension purposes shall be base pay including state funded incentives, holiday pay, driver and paramedic (solo or non-solo) pay, but excluding overtime in excess of one hundred (100) hours per fiscal year, payments for non-City events (special details), and payments for unused sick and annual leave; provided, payments of unused sick and annual leave shall be included for employees who were employed and not participating in the DROP on August 8, 2013, in an amount equal to the leave hours accrued on the August 8, 2013 or the amount paid out upon termination of employment, whichever is less.

c. For Members hired after the effective date, Average Final Compensation will be the five (5) highest of the last ten (10) years of credited service. Members hired

prior to the effective date shall continue the average of the highest three (3) consecutive years of the last ten (10) years of credited service.

41.3. The benefit changes in section 41.2 (with exception of 41.2(b)) above will not apply to any employee who has reached age 52 with 10 or more years of credited service or 25 years of credited service regardless of age on the effective date. Such employees will continue to accrue benefits in accordance with the Plan provisions in effect on the day before the effective date, for as long as they are employed by the City and eligible to accrue benefits under the Plan.

41.4 The parties agree that all funds in the excess state monies reserve ($550,678.25 on 10/1/14) shall be applied to reduce the unfunded actuarial accrued liability of the Plan. In addition, the parties agree that all premium tax revenues received in the future pursuant to Chapter 175, Florida Statutes shall be applied to reduce the Unfunded Actuarial Accrued Liability to the Plan. The parties agree that the City will establish a defined contribution plan (share plan) as a component of the Plan in accordance with 2015 SB 172, but that the defined contribution plan will not be funded at this time. At such time as the City and Union mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

41.5 Effective on and after the effective date, if the City's annual required contribution (ARC) increases five percent (5%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Firefighters' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases greater than twenty percent (20%), this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = $1,720,919; UAAL = $8,546,033]. For purpose of this section, any additional unfunded actuarial accrued liability will continue to be amortized as level payments over a period of twenty (20) years.

41.6 Upon ratification of this Agreement effective October 1, 2021, the Plan shall be amended by the City to provide for a service incurred disability retirement benefit equal to sixty (60%) of a member's average monthly salary if the disability occurs as a result of an active shooter event or mass killing.

ARTICLE 42 – EDUCATION/PARAMEDIC SCHOOL

42.1 Where bargaining unit employees are required by the Fire Chief to do training on off-duty time, they shall be compensated at the appropriate rate of pay for the time spent for the training, including travel time.

42.2 Education policies shall be established in accordance with City Policy.

42.3 New hires at time of hire that have obtained the State of Florida Certification as a Paramedic or current employees who obtain State of Florida Certification as a Paramedic upon ratification of this contract, will receive a one-time payment of $3,500 after being certified by the Medical Director as a solo-paramedic and completion of probation.

42.4 In the event the employee leaves employment within three (3) years of receiving the bonus, the payment will be repaid by the employee at one hundred percent (100%).

ARTICLE 43 – SENIORITY

Seniority as used in this Agreement shall be defined as the period of time employed within the classification (IE: Firefighter, Driver/Operator, Lieutenant). Exceptions to this application is for annual vacation request and FLSA request, which uses the date of hire for seniority application and Personnel Reduction (Article 47). Should more than one employee have the same seniority date, the first letter of their last name at the date of hire shall define seniority starting with the letter

"A" to "Z". Should more than one employee have the same first letter in the last name, the second letter shall define seniority, then the third, and so on and so on.

ARTICLE 44 - PHYSICAL FITNESS PROGRAM

44.1 Bargaining unit employees may participate in exercise or work out activities while on duty as approved by the Fire Chief or his designee. Any injuries sustained while on duty shall be considered job related injuries.

44.2 Employees are expected to remain at their daily assigned stations when participating in fitness activities. If for some reason there is a need to move to another location, prior authorization by the Fire Chief or his designee must be obtained. Approval shall be based on the needs and activities of the Department.

44.3 The City and Union will form a physical fitness committee, consisting of two (2) members from the Union appointed by the President and two (2) members from the City.

ARTICLE 45 - DRUGS AND ALCOHOL

45.1 The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

45.2 Employees may request Union representation during any of the testing procedures.

ARTICLE 46 - MEDICAL REQUIREMENTS FOR FIRE FIGHTERS

46.1 To ensure bargaining unit employees are medically capable of performing their required duties and reduce the risk of injuries and illness, bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

46.2 Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or designated Fit-for-Duty physician.

46.3 Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

ARTICLE 47 - PERSONNEL REDUCTION

47.1 Reduction in force by layoff by job classification within the bargaining unit shall be in order of seniority, defined as the period of time employed within a classification, with the bargaining unit employee having the least seniority being laid off first. Should more than one employee have the same hire date, the first letter of their last name at the date of hire shall define seniority starting with the letter “A” to “Z”. Should more than one employee have the same first letter in the last name, the second letter shall define seniority, then the third, and so on and so on.

Layoff shall include the right of senior members of the bargaining unit in higher ranked positions to "bump" or roll back members of the bargaining unit in lower classifications and possessing less seniority. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work.

47.2 Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

ARTICLE 48 - JOB DESCRIPTIONS

The members of the bargaining unit will perform duties as described in the Job Descriptions. (See Appendix A, B C, and D).

ARTICLE 49 - ENTIRE AGREEMENT

49.1 This Agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties, in a written and signed amendment to this Agreement.

49.2 This Agreement shall supersede any conflicting or inconsistent rules, regulations or practices.

49.3 Any and all written agreements, letters of understanding, and/or memorandum of understanding entered into by the City and the Union prior to the effective date of this Agreement

shall be null and void unless specifically and expressly incorporated by written reference in this Agreement.

ARTICLE 50 - DURATION

50.1 This entire Agreement, unless specified within, shall become effective October 1, 2021 and remain in effect up to and including September 30, 2024

50.2 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, other than as specified in Article 29 – Wages and Article 41 - Pension, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

50.3 Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

APPENDIX A - JOB DESCRIPTION: FIREFIGHTER (EMT)

FIRE DEPARTMENT

GENERAL STATEMENT

Under minimal supervision, performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms, and operating associated equipment and apparatus; and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

SPECIFIC DUTIES AND RESPONSIBILITIES

JOB FUNCTIONS

Responds to incidents requiring firefighting, patient care, rescue, hazardous material response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols for Basic and enhanced Basic Life Support; administers necessary emergency medical care requiring the use of

suction units, immobilization equipment, and oxygen delivery systems and other approved equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, or GED.

SPECIAL REQUIREMENTS

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards. Must hold current Certification as an Emergency Medical Technician. Possession of a valid Florida driver's license**.**

PREFERRED REQUIREMENTS

State of Florida Certified Pump Operator

State of Florida Certified Fire Officer I

State of Florida Aerial Operations Course

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements; Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication equipment ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

PERFORMANCE INDICATORS

Knowledge of Job: Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge

of basic emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments.

APPENDIX B - JOB DESCRIPTION: FIRE LIEUTENANT (EMT/PARAMEDIC)

FIRE DEPARTMENT

GENERAL STATEMENT OF JOB

Under minimal supervision, performs supervisory and skilled firefighting and emergency response work in directing and coordinating activities of a company of firefighters on an assigned shift. Work involves training, instructing and disciplining subordinates; determining proper deployment of equipment in emergency response situations; and ensuring the proper maintenance of apparatus and equipment. Employee is also responsible for commanding emergency response operations until relieved of command by a superior officer. Employee is subject to the usual hazards of emergency response work. Reports to a District Chief.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Responds to emergency response alarms, determining equipment and personnel to be deployed and providing input into determining the route to be taken by the fire company; directs work of firefighters pending arrival of a superior officer, supervising laying of hose lines, placement of ladders and apparatus, direction of streams of water, ventilation of buildings, rescue of persons and salvage operations. Performs necessary emergency rescue work and patient care in accordance with established protocols for Basic and enhanced Basic Life Support; administers necessary emergency medical care requiring the use of suction units, immobilization equipment, oxygen delivery systems and other approved equipment. Assigns, directs and supervises company of firefighters in daily station routine, ensuring adherence to applicable City and department policies and procedures and contract; assists and advises subordinates, as necessary, resolving problems as

non-routine situations arise; ensures that the routine schedule for the day is followed by all assigned personnel; defines priorities and makes work assignments.

Supervises and assist with cleaning, inspection and return of equipment to station after emergency response operations; supervises cleaning and maintenance of department buildings, vehicles and equipment, and assists in requisition and distribution of personal equipment, tools, clothing, etc.

Participates and conducts training of subordinate firefighters in various facets of emergency response, including firefighting, emergency rescue, patient care, confined space and hazardous material response methods and techniques; prepares pre-fire plans for buildings and facilities. Prepares and administers tests for subordinates. Performs inspections as required.

Evaluates firefighters' performances during emergency and non-emergency response operations; evaluates performance of equipment and apparatus before, during and after emergency response operations; prepares and maintains associated reports for superiors.

Supervises and participates in testing of apparatus and equipment to ensure proper operational capacity.

Prepares and maintains various activity logs and reports; performs duties of District Chief in his/her absence.

ADDITIONAL JOB FUNCTIONS

Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community.

In the absence of a superior officer, conducts preliminary investigations into personnel accidents and equipment failures during emergency response operations; prepares reports and recommendations drawn from conclusions of such investigations, disciplines subordinates where necessary, including written and verbal reprimands. Recommends more severe disciplinary action

to superiors. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, when the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school or GED, Possession of a Certificate of Compliance as a firefighter from the Florida Bureau of Fire Standards and possess a current State of Florida EMT certification. And State of Florida Paramedic Certification with solo status if promoted after ratification of contract. Four (4) years of experience in firefighting and emergency response, with the City of Cocoa Fire Dept. Possession of a valid Florida's Driver's License. State of Florida Fire Officer I certification. Completion of Cocoa Fire Department Lieutenant class.

SPECIAL REQUIREMENTS

Must be on the current Driver/Operator List, once established.

PREFERRED TRAINING/EDUCATION REQUIREMENTS

Completion of State of Florida Fire Officer II certification and/or Associate's Degree in Fire Science or EMAS as recognized by the State of Florida for educational incentive pay (this will become a requirement in the future).

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including computers, typewriters, calculators, copiers, mechanic's tools and such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, hand tools, electric tools,

hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Must be physically able to operate a motor vehicle. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons within the department.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet division goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Policy Implementation: Has a clear and comprehensive understanding of all applicable laws and ordinances, as well as all applicable City and departmental policies, procedures, standard operating procedures, rules, regulations, and safety and health policies and procedures. Adheres to all applicable laws and ordinances, as well as all applicable City and departmental policies, procedures, standard operating procedures, rules, regulations, and safety and health policies and procedures, in the discharge of duties and responsibilities and ensures the same from subordinate staff.

PERFORMANCE INDICATORS

Knowledge of Job: Has considerable knowledge of the principles, methods and equipment used in firefighting, fire prevention, patient care, rescue operation, confined space and hazardous material response. Has considerable knowledge of applicable laws and ordinances and of applicable City and departmental policies, procedures, standard operating procedures, rules,

regulations, and safety and health policies and procedures. Has considerable knowledge of the operating characteristics and service requirements of firefighting equipment and apparatus. Has considerable knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has considerable knowledge of street layout, block numbers, buildings and the locations of fire hydrants in the City. Has general knowledge of basic emergency medical procedures and techniques. Has satisfactory knowledge of modern techniques and methods of fire and emergency response administration with special attention to firefighting principles, practices, and procedures. Has sufficient knowledge of the principles and practices of municipal fire department organization and administration. Has sufficient knowledge of the current literature, trends and developments in the field of firefighting, patient care, emergency rescue, confined space and hazardous material response. Is able to plan, direct and coordinate the effective use of fire fighting and patient care equipment, apparatus and personnel. Is able to maintain discipline and respect of subordinates and to lead and command effectively. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to prepare and maintain routine work records and reports. Is able to train and instruct in modern firefighting and patient care principles, practices, and procedures. Is able to effectively express ideas orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required.

APPENDIX C - JOB DESCRIPTION: FIREFIGHTER (PARAMEDIC)

FIRE DEPARTMENT

GENERAL STATEMENT

Under minimal supervision, performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms, and operating associated equipment and apparatus; and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

SPECIFIC DUTIES AND RESPONSIBILITIES

JOB FUNCTIONS

Responds to incidents requiring firefighting, patient care, rescue, hazardous material response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols for Basic and Advanced Life Support; administers necessary emergency medical care requiring the use of suction units, immobilization equipment, and oxygen delivery systems and other approved Advanced Life Support Equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing

smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, or GED.

SPECIAL REQUIREMENTS

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards. Must hold current Certification as an State of Florida Paramedic (EMT-P),Current BLS, ACLS, PALS or Equivalent, BTLS or Equivalent. Possession of a valid Florida driver's license**.**

PREFERRED REQUIREMENTS

State of Florida Certified Pump Operator
State of Florida Certified Fire Officer I
State of Florida Aerial Operations Course

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements; Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication tools ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

PERFORMANCE INDICATORS

Knowledge of Job: Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge of Advanced Life Support (ALS) emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required.

APPENDIX D - JOB DESCRIPTION: DRIVER/OPERATOR (EMT or PARAMEDIC)

FIRE DEPARTMENT

GENERAL STATEMENT

This is specialized work driving and operating heavy duty and/or specialized motorized vehicles for firefighting, rescue, or other fire department operations. Under minimal supervision, drives and operates associated equipment and apparatus; performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

SPECIFIC DUTIES AND RESPONSIBILITIES

JOB FUNCTIONS

Safely drives fire apparatus, vehicles, and crew to and from dispatched emergencies, operates pumps, elevating ladders, booms, and other equipment assigned or relative to apparatus. Safely drives and operates fire apparatus and vehicles in non-emergency situations. Makes pumper hook ups as necessary: maintains proper pressures on hose lines: checks motors and operating unit during operations, and makes necessary adjustments or changes. Cleans apparatus, tools, and equipment after use and assures everything is in proper working condition and returned to proper place. Responds to incidents requiring firefighting, patient care, rescue, hazardous material

response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols and level of training (EMT or Paramedic); administers necessary emergency medical care requiring the use of suction units, immobilization equipment, and oxygen delivery systems and other approved equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition (including warning lights, siren and related equipment) and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor

maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, or GED.

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards.

Must hold current Certification as an Emergency Medical Technician and/or Paramedic

Two years of unbroken service as a firefighter in the Cocoa Fire Department

State of Florida Pump Operator Certification

Have successfully completed the Cocoa Fire Department Driver/Operator course

SPECIAL REQUIREMENTS

Possession of a valid Florida driver's license**.**

Current Emergency Vehicle Operator Certification (EVOC)

PREFERRED REQUIREMENTS

State of Florida Certified Fire Officer 1

State of Florida Aerial Operations Course

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements; Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication equipment ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

PERFORMANCE INDICATORS

Knowledge of Job: Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Sufficient knowledge in Fire Service Hydraulics and Aerial Operations. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Stays informed about sprinkler and standpipe connections in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard

to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments.

APPENDIX E - GRIEVANCE FORM
CITY OF COCOA/IAFF

Name: (Print)	
Job Title:	**Emp. ID #:**
Date of Alleged Violation:	
Policy/Section and/or Contract/Article Violated:	
Provide a Brief Description of the Grievance:	
Your Suggested Remedy:	
Grievant's Signature:	**Date:**
Union Rep's Signature:	**Date:**

Note: Prior to filing a written grievance, the Union and the aggrieved employees shall discuss verbally with management, the incident or the occurrence that gave rise to the grievance.

STEP 1 – Fire Chief: (Stamp received and give copy to the grievant or Union Rep.)	
Signature of Receiving Party:	**Date:**
STEP 2 – City Manager (Stamp received and give copy to the grievant or Union Rep.):	
Signature of Receiving Party:	**Date:**
Referred to Arbitration (Stamp received and give copy to the grievant or Union Rep.):	
Signature of Receiving Party:	**Date:**

SIGNATURE PAGE

CITY OF COCOA, FLORIDA

_____
Michael Blake
Mayor

_____
Stockton Whitten
City Manager

_____
Date

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2416

_____
Sam Steele
President

_____
Charles Burkhardt
Vice-President

_____
Date

ATTEST:

_____
Monica Arsenault
Acting City Clerk

Date: _____

Legislation Details (With Text)

File #:	23-523	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	8/21/2023		**In control:**	City Council	
On agenda:	9/12/2023		**Final action:**		
Title:	To Approve a Resolution Amending the FY23 Budget (BAF#23-111-T) in the amount of $340,000.00. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY23 Misc Duke Bills.pdf New Duke Estimate for FY23 (Through June Bills).msg Budget Resolution FY 2023- 095 ADA Compliant.pdf BAF-23-111-T-UT-Duke Energy (9-12-23) Agenda 23-523.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 21, 2023
Agenda Date: September 12, 2023
Prepared By: James Mitchell, Water Treatment Manager (Interim)
Through: John A. Walsh, PE, Utilities Director
Requested Action:
To Approve a Resolution Amending the FY23 Budget (BAF#23-111-T) in the amount of $340,000.00.

BACKGROUND:

The primary electrical utility provider for the Dyal Water Treatment Plant is Duke Energy.

Due to an unanticipated increase in electrical utility costs, the FY23 Duke Power P.O. #80558 is insufficient and requires a change order to continue uninterrupted service through the end of FY23.

Staff recommends a budget adjustment in the amount of $340,000.00 to adequately fund P.O. #80558 for the remainder of FY23.

The City Council recently adopted Ordinance No. 05-2023 amending the City Manager's spending authority under Section 2-4 of the City Code. Therefore, upon Council's approval of the budget adjustment necessary to fund electric utilities, the city manager shall have the authority without further approval of the council to issue purchase orders and pay invoices related to utility services required by the city for normal routine operations up to the amount budgeted and appropriated by the city council in the city's annual budget including, but not limited to, **electric**, gas, fuel, solid waste, telephone, water, sewer and stormwater services.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF#23-111-T
Amount Requested	$340,000.00
Transfer From Account Number-1	421-4020-536.34-00
Transfer From Account Name	Contract Services
Transfer Amount	($220,000.00)
Transfer From Account Number-2	421-4020-536.52-09
Transfer From Account Name	Chemicals DYCH04
Transfer Amount	($120,000.00)
Transfer To Account Number	421-4020-536.43-00
Transfer To Account Name	Utility Services
Transfer Amount	$340,000.00

If a P.O. Change Order is involved please complete the following:

Change Order Amount $340,000.00

Original Purchase Order 80558
Original P.O. Amount $1,263,000.00
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date: 3
Total amount in change orders to date: $15,000.00

New Purchase Order amount $1,618,000.00

PREVIOUS ACTION:

On September 13, 2022, City Council Authorized the City Manager to approve Purchase Orders for electrical utilities as they relate to electrical consumption only and for Verizon cellular and data services consumption for FY2023, pending the approval of the FY23 Budget (Agenda #22-519). On July 11, 2023, the City Council authorized Ordinance 05-2023 providing that the city manager shall have the authority without further approval of the council to issue purchase orders and pay invoices

related to utility services required by the city for normal routine operations up to the amount budgeted and appropriated by the city council in the city's annual budget including, but not limited to, electric, gas, fuel, solid waste, telephone, water, sewer and stormwater services.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY23 Budget, BAF#23-111-T in the amount of $340,000.00.

Detail of Duke Energy Monthly Bills
FY 2023
Monthly Coding of Invoices
Recap of all Accounts/PO Line Item Amounts

PO 80558

									October 9/20-10/18		November 10/26-11/23		December 11/17-12/16		January 1/4-2/1		February 2/2-3/6		March 3/7 - 4/4		April 4/4-5/1		May (05/04-06/05)		June		Total		
PO Line #	Sub-Account #	Meter #	PO Line Item Description	Description		Budget	G/L Account #		Avg kwh	$	Avg kwh	$	Avg kwh	$	Avg kwh	$	Avg kwh	$	Avg kwh	$	Avg kwh	$	Avg kwh	$	Avg kwh	$	KWH	$	Actual vs Budget
1	9100 8528 8447	4766203		17000 Wewahootee R	10/19-11/16		421-4020-536.43-00		677,930	$ 36,698.45	674,348	$ 47,980.38	676,670	$ 51,159.42	678,664	$ 69,765.29	1,350,635	$ 114,134.24	658,704	$ 63,052.55	641,712	$ 52,406.01	626,983	$ 60,348.11	614,203	$ 63,466.80	6,599,849	$ 559,011.25	
1	9100 8528 8447	4768233		17000 Wewahootee R																									
	Total Line 1		**Water Supply**			**$ 630,000**			677,930	$ 36,698.45	674,348	$ 47,980.38	676,670	$ 51,159.42	678,664	$ 69,765.29	1,350,635	$ 114,134.24	658,704	$ 63,052.55	641,712	$ 52,406.01	626,983	$ 60,348.11	1,243,396	$ 63,803.05	6,599,849	$ 559,011.25	$ 70,988.75
2	9100 8528 8611	2830084		28400 SR520 Dyal Plant	9/20-10/18		421-4020-536.43-00		692,014	$ 44,285.33	691,598	$ 42,590.44	692,334	$ 50,122.39	696,868	$ 72,999.42	1,387,892	$ 104,465.91	692,435	$ 74,700.29	670,031	$ 42,361.34	677,851	$ 78,232.87	671,571	$ 65,998.98	6,872,594	$ 575,756.97	
2	9100 8528 8611	4765841		28400 SR520 Dyal Plant																								$ -	
	Total Line 2		**Dyal WTP**			**$ 550,000**			692,014	$ 44,285.33	691,598	$ 42,590.44	692,334	$ 50,122.39	696,868	$ 72,999.42	1,387,892	$ 104,465.91	692,435	$ 74,700.29	670,031	$ 42,361.34	677851	$ 78,232.87	671,571	$ 65,998.98	6,872,594	$ 575,756.97	$ (25,756.97)
3	9100 8528 9323	2779267	**Maint Shop**	28400 SR520 Maintenance Shop	10/4-11/1	**$ 4,000**	421-4020-536.43-00		2,092	$ 229.88	1,878	$ 154.19	1,735	$ 381.77	1,566	$ 290.39	3,007	$ 181.82	1,506	$ 178.44	1,501	$ 208.50	1,484	$ 242.66	1,489	$ 292.85	16,258	$ 2,160.50	$ 1,839.50
4	9100 8528 8794	9910607	**Taylor Creek Pumps**	28400 SR520 Raw Water Pump St	9/29-10/27	**$ 28,500**	421-4020-536.43-00		5,906	$ 2,608.54	5,932	$ 426.88	5,940	$ 402.16	6,260	$ 1,114.67	12,402	$ 558.98	6,150	$ 463.26	7,270	$ 2,717.34	9,699	$ 5,453.77	11,558	$ 4,276.89	71,117	$ 18,022.49	$ 10,477.51
5	9100 8524 6546	200855		28400 SR520 Well #8 T	10/4-11/1		421-4020-536.43-00		13,929	$ 1,908.72	13,921	$ 1,968.95	14,012	$ 2,438.81	14,013	$ 2,233.94	14,107	$ 2,318.48	14,092	$ 2,273.86	14,121	$ 2,348.32	14,145	$ 2,387.86	13,442	$ 928.24	125,782	$ 18,807.18	
5	9100 8524 6702	200860		28400 SR520 Well #14 T	10/4-11/1		421-4020-536.43-00		1,764	$ 221.75	1,753	$ 241.52	1,746	$ 349.98	1,741	$ 303.85	1,749	$ 339.23	1,738	$ 300.02	1,729	$ 311.38	1,760	$ 369.17	1,776	$ 337.95	15,756	$ 2,774.85	
5	9100 8524 6885	4314739		28400 SR520 Well #9-T	9/27-10/26		421-4020-536.43-00		13	$ 30.45	12	$ 30.45	12	$ 30.46	12	$ 30.46	24	$ 42.08	12	$ 30.79	12	$ 30.79	12	$ 30.79	12	$ 30.79	121	$ 287.06	
5	9100 8528 7090	200854		28400 SR520 Well #6 T	10/4-11/1		421-4020-536.43-00		2,336	$ 587.83	2,656	$ 556.80	2,993	$ 664.81	3,330	$ 662.42	3,658	$ 646.28	3,911	$ 607.90	3,890	$ 638.43	3,914	$ 732.42	3,913	$ 657.77	30,601	$ 5,754.66	
5	9100 8528 7280	4314665		28400 SR520 Well #16-T	9/28-10/25		421-4020-536.43-00		447	$ 123.73	521	$ 142.67	586	$ 127.52	662	$ 164.02	1492	$ 214.03	823	$ 143.26	852	$ 157.96	859	$ 191.81	842	$ 150.36	7,084	$ 1,415.36	
5	9100 8528 7438	200853		28400 SR520Well #5 T	10/4-11/1		421-4020-536.43-00		1,362	$ 215.62	1,350	$ 240.14	1,443	$ 286.42	1,572	$ 264.46	1,651	$ 276.75	1,636	$ 273.86	1,634	$ 284.27	1,647	$ 315.82	1,646	$ 285.27	13,941	$ 2,442.61	
5	9100 8528 7595	4316854		28400 SR520 Well #15-T	9/27-10/25		421-4020-536.43-00		13	$ 30.45	12	$ 30.45	12	$ 30.46	12	$ 30.46	24	$ 39.01	11	$ 30.79	11	$ 30.79	12	$ 30.79	12	$ 30.79	119	$ 283.99	
5	9100 8528 7800	200289		28400 SR520 Well #12 T	10/5-10/31		421-4020-536.43-00		524	$ 132.85	525	$ 32.15	818	$ 596.03	946	$ 276.23	1,078	$ 269.46	1,223	$ 304.73	1,352	$ 274.67	1518	$ 348.84	1,653	$ 295.67	9,637	$ 2,530.63	
5	9100 8528 8299	196905		28400 SR520 Well #11 T	10/4-11/1		421-4020-536.43-00		689	$ 0.45	579	$ 30.45	461	$ 30.47	365	$ 30.46	270	$ 30.79	173	$ 30.79	76	$ 30.79	14	$ 30.79	14	$ 30.79	2,641	$ 245.78	
5	9100 8528 9480	200856		28400 SR520 Well #10 T	10/4-11/1		421-4020-536.43-00		4,018	$ 335.65	4,001	$ 378.42	4,003	$ 537.23	4,011	$ 482.77	4,020	$ 490.37	4,027	$ 478.26	4,012	$ 448.44	4,031	$ 488.64	4,028	$ 462.03	36,151	$ 4,101.81	
5	9100 8528 9620	200859		28400 SR520 Well #13 T	10/4-11/1		421-4020-536.43-00		1,058	$ 30.46	955	$ 30.46	857	$ 55.60	859	$ 201.89	868	$ 221.58	860	$ 201.87	846	$ 201.06	852	$ 227.48	800	$ 115.85	7,955	$ 1,286.25	
	Total Line 5		**Wells**			**$ 48,000**			26,153	$ 3,617.96	26,285	$ 3,682.46	26,943	$ 5,147.79	27,523	$ 4,680.96	28,941	$ 4,888.06	28,506	$ 4,676.13	28,535	$ 4,756.90	28,764	$ 5,154.41	28,138	$ 3,325.51	249,788	$ 39,930.18	$ 8,069.82
6	9100 8528 7941	2775766		28400 SR520 ASR 7	9/27-10/25		421-4020-536.43-00		175	$ 30.44	153	$ 30.44	131	$ 30.45	122	$ 35.71	258	$ 119.63	1,330	$ 2,420.81	1,330	$ 49.46	1,330	$ 52.46	1,331	$ 47.84	6,160	$ 2,817.24	
6	9100 8528 8108	2779242		28400 SR520 ASR #10	9/27-10/25		421-4020-536.43-00		31	$ 37.93	45	$ 40.05	63	$ 46.77	78	$ 44.61	191	$ 58.70	110	$ 40.89	123	$ 40.74	137	$ 43.87	149	$ 40.57	927	$ 394.13	
6	9100 8528 8976	2779306		28400 SR520 *Dyal Treatment Plt	10/4-11/1		421-4020-536.43-00		152	$ 37.23	150	$ 38.06	150	$ 46.85	151	$ 44.29	310	$ 46.62	155	$ 41.89	157	$ 41.55	160	$ 43.20	160	$ 39.25	1545	$ 378.94	
6	9100 8528 9167	2779268		28400 SR520 ASR 8	9/27-10/25		421-4020-536.43-00		144	$ 34.83	141	$ 36.25	143	$ 45.10	148	$ 48.75	334	$ 118.02	1,388	$ 2,433.19	3,614	$ 4,448.02	4,879	$ 2,548.85	4,881	$ 43.54	15,672	$ 9,756.55	
6	9100 8528 9836	2779266		28400 SR520 ASR 9	9/27-10/25		421-4020-536.43-00		221	$ 44.10	220	$ 44.10	217	$ 49.00	116	$ 41.44	339	$ 72.38	102	$ 47.32	101	$ 47.84	101	$ 51.63	102	$ 46.01	1519	$ 443.82	
	Total Line 6		**ASRs**			**$ 17,500**			723	$ 184.53	709	$ 188.90	704	$ 218.17	615	$ 214.80	1432	$ 421.73	3,085	$ 4,984.10	5325	$ 4,627.61	6607	$ 2,740.01	6,623	$ 217.21	25,823	$ 13,790.68	$ 3,709.32
	Total					**$ 1,278,000**			**1,404,818**	**$ 87,624.69**	**1,400,750**	**$ 95,023.25**	**1,404,326**	**$ 107,431.70**	**1,411,496**	**$ 149,065.53**	**2,784,309**	**$ 224,650.74**	**1,390,386**	**$ 148,054.77**	**1,354,374**	**$ 107,077.70**	**1,351,388**	**$ 152,171.83**	**1,962,775**	**$ 137,914.49**	**13,835,429**	**$ 1,208,672.07**	**$ 69,327.93**
	FY23 Budget					1,288,000																							
	Remaining Budget					$ 10,000																							

Detail of Duke Energy Monthly Bills										
FY	**2023**									
Monthly Coding of Invoices										
							June		Total	
PO Line #	Sub-Account #	Meter #	Description		Project #	G/L Account #	Avg kwh	$	KWH	$
1	9100 8528 8447	4766203	17000 Wewahootee R	10/19-11/16		421-4020-536.43-00	614,203	$ 63,466.80	6,599,849	$ 559,011.25
1	9100 8528 8447	4768233	17000 Wewahootee R						0	$ -
	Total Line 1						614,203	$ 63,466.80	6,599,849	$ 559,011.25
	Total Duke Energy Payment						**614,203**	**$ 63,466.80**	**6,599,849**	**$ 559,011.25**
1	May 9100 8528 8447 (Lights Not Previously Billed)						629,193	336.25		
	Total with Correction						**1,243,396**	**$ 63,803.05**		

Detail of Duke Energy Monthly Bills										
FY	**2023**									
Monthly Coding of Invoices										
Cycle 1 20th-18th										
							June		Total	
PO Line #	Sub-Account #	Meter #	Description		Project #	G/L Account #	Avg kwh	$	KWH	$
2	9100 8528 8611	2830084	28400 SR520 Dyal Plant	9/20-10/18		421-4020-536.43-00	671,571	$ 65,998.98	6,185,963	$ 534,979.78
2	9100 8528 8611	4765841	28400 SR520 Dyal Plant						-	$ -
		Total Duke Energy Payment					**671,571**	**$ 65,998.98**	**6,872,594**	**$ 575,756.97**

Detail of Duke Energy Monthly Bills										
FY	**2023**									
Monthly Coding of Invoices										
Cycle 2 27th or 28th - 25th or 26th										
							June		Total	
PO Line #	Sub-Account #	Meter #	Description		Project #	G/L Account #	Avg kwh	$	KWH	$
4	9100 8528 8794	9910607	28400 SR520 Raw Water Pump Sta	9/29-10/27		421-4020-536.43-00	11,558	$ 4,276.89	71,117	$ 18,022.49
5	9100 8524 6885	4314739	28400 SR520 Well #9-T	9/27-10/26		421-4020-536.43-00	12	$ 30.79	121	$ 287.06
5	9100 8528 7280	4314665	28400 SR520 Well #16-T	9/28-10/25		421-4020-536.43-00	842	$ 150.36	7,084	$ 1,415.36
5	9100 8528 7595	4316854	28400 SR520 Well #15-T	9/27-10/25		421-4020-536.43-00	12	$ 30.79	119	$ 283.99
	Total Line 5						866	$ 211.94	7,324	$ 1,986.41
6	9100 8528 7941	2775766	28400 SR520 ASR 7	9/27-10/25		421-4020-536.43-00	1,331	$ 47.84	6,160	$ 2,817.24
6	9100 8528 8108	2779242	28400 SR520 ASR #10	9/27-10/25		421-4020-536.43-00	149	$ 40.57	927	$ 394.13
6	9100 8528 9167	2779268	28400 SR520 ASR 8	9/27-10/25		421-4020-536.43-00	4,881	$ 43.54	15,672	$ 9,756.55
6	9100 8528 9836	2779266	28400 SR520 ASR 9	9/27-10/25		421-4020-536.43-00	102	$ 46.01	1,519	$ 443.82
	Total Line 6						6,463	$ 177.96	24,278	$ 13,411.74
		Total Duke Energy Payment					**18,887**	**$ 4,666.79**	**102,719**	**$ 33,420.64**

Detail of Duke Energy Monthly Bills										
FY	**2023**									
Monthly Coding of Invoices										
Cycle 3 4th - 11th										
							June		Total	
PO Line #	Sub-Account #	Meter #	Description		Project #	G/L Account #	Avg kwh	$	KWH	$
6	9100 8528 8976	2779306	28400 SR520 *Dyal Treatment Plt	10/4-11/1		421-4020-536.43-00	160	$ 39.25	1,545	$ 378.94
	Total Line 2						160	$ 39.25	1,545	$ 378.94
3	9100 8528 9323	2779267	28400 SR520 Maintenance Shop	10/4-11/1		421-4020-536.43-00	1,489	$ 292.85	16,258	$ 2,160.50
5	9100 8524 6546	200855	28400 SR520 Well #8 T	10/4-11/1		421-4020-536.43-00	13,442	$ 928.24	125,782	$ 18,807.18
5	9100 8524 6702	200860	28400 SR520 Well #14 T	10/4-11/1		421-4020-536.43-00	1,776	$ 337.95	15,756	$ 2,774.85
5	9100 8528 7090	200854	28400 SR520 Well #6 T	10/4-11/1		421-4020-536.43-00	3,913	$ 657.77	30,601	$ 5,754.66
5	9100 8528 7438	200853	28400 SR520Well #5 T	10/4-11/1		421-4020-536.43-00	1,646	$ 285.27	13,941	$ 2,442.61
5	9100 8528 7800	200289	28400 SR520 Well #12 T	10/5-10/31		421-4020-536.43-00	1,653	$ 295.67	9,637	$ 2,530.63
5	9100 8528 9480	200856	28400 SR520 Well #10 T	10/4-11/1		421-4020-536.43-00	4,028	$ 462.03	36,151	$ 4,101.81
5	9100 8528 9620	200859	28400 SR520 Well #13 T	10/4-11/1		421-4020-536.43-00	800	$ 115.85	7,955	$ 1,286.25
5	9100 8528 8299	196905	28400 SR520 Well #11 T	10/4-11/1		421-4020-536.43-00	14	$ 30.79	2,641	$ 275.78
	Total Line 5						27,272	$ 3,113.57	242,464	
	Total Duke Energy Payment						**28,921**	**$ 3,445.67**	**260,267**	**$ 2,539.44**

City of Cocoa
Duke Energy Reconciliation
Through December 2022

*Reversal increases amount due and payments decrease amount due

Account	PO Line	Amount Due	RDP Reversal	May	July	September	October	November	December	Ending Balance
9100 8528 8447	1	$ 14,460.97	$ 121,377.28	$ -	$ -	$ -	$ (36,698.45)	$ (47,980.38)	$ (51,159.42)	$ -
9100 8528 8611	2	$ 88,702.01	$ 44,285.33	$ -	$ -	$ 4,010.82	$ (44,285.33)	$ (42,590.44)	$ (50,122.39)	$ -
9100 8528 8976	2	$ 46.85	$ 75.29	$ -	$ -	$ -	$ (37.23)	$ (38.06)	$ (46.85)	$ -
9100 8528 9323	3	$ 381.77	$ 384.07	$ -	$ -	$ -	$ (229.88)	$ (154.19)	$ (381.77)	$ -
9100 8528 8794	4	$ 402.16	$ 3,035.42	$ -	$ -	$ -	$ (2,608.54)	$ (426.88)	$ (402.16)	$ -
9100 8524 6546	5	$ 2,344.76	$ 3,971.72	$ -	$ -	$ -	$ (1,908.72)	$ (1,968.95)	$ (2,438.81)	$ -
9100 8524 6702	5	$ 591.50	$ 221.75	$ -	$ -	$ -	$ (221.75)	$ (241.52)	$ (349.98)	$ -
9100 8524 6885	5	$ 0.01	$ 91.35	$ -	$ -	$ -	$ (30.45)	$ (30.45)	$ (30.46)	$ -
9100 8528 7090	5	$ 664.81	$ 1,144.63	$ -	$ -	$ -	$ (587.83)	$ (556.80)	$ (664.81)	$ -
9100 8528 7280	5	$ (15.15)	$ 409.07	$ -	$ -	$ -	$ (123.73)	$ (142.67)	$ (127.52)	$ -
9100 8528 7438	5	$ 286.42	$ 455.76	$ -	$ -	$ -	$ (215.62)	$ (240.14)	$ (286.42)	$ -
9100 8528 7595	5	$ 30.76	$ 91.35	$ (30.75)	$ -	$ -	$ (30.45)	$ (30.45)	$ (30.46)	$ -
9100 8528 7800	5	$ 596.03	$ 165.00	$ -	$ -	$ -	$ (132.85)	$ (32.15)	$ (596.03)	$ -
9100 8528 8299	5	$ 30.47	$ 30.90	$ -	$ -	$ -	$ (0.45)	$ (30.45)	$ (30.47)	$ -
9100 8528 9480	5	$ 158.81	$ 1,092.49	$ -	$ -	$ -	$ (335.65)	$ (378.42)	$ (537.23)	$ -
9100 8528 9620	5	$ 25.14	$ 91.38	$ -	$ -	$ -	$ (30.46)	$ (30.46)	$ (55.60)	$ -
9100 8528 7941	6	$ 0.01	$ 91.32	$ -	$ -	$ -	$ (30.44)	$ (30.44)	$ (30.45)	$ -
9100 8528 8108	6	$ 6.72	$ 118.03	$ -	$ -	$ -	$ (37.93)	$ (40.05)	$ (46.77)	$ -
9100 8528 9167	6	$ 8.85	$ 107.33	$ -	$ -	$ -	$ (34.83)	$ (36.25)	$ (45.10)	$ -
9100 8528 9836	6	$ 51.86	$ 132.30	$ -	$ (46.96)	$ -	$ (44.10)	$ (44.10)	$ (49.00)	$ -
		$ 108,774.76	$ 177,371.77	$ (30.75)	$ (46.96)	$ 4,010.82	$ (87,624.69)	$ (95,023.25)	$ (107,431.70)	$ -

RESOLUTION NO. 2023-095

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, in a Regular meeting assembled on the 12th day of September, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-111-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 421/4020 | DATE PREPARED: 08/22/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 220,000)	421-4020-536.34-00		Contract Services	$ 0	$ 0	($ 220,000)	$ 0
($ 120,000)	421-4020-536.52-09	DYCH04	Chemicals	$ 0	$ 0	($ 120,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 340,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 340,000	421-4020-536.43-00		Utility Services	$ 0	$ 0	$ 340,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 340,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Duke rate increase caused 43-00 to become underfunded. This budget transfer is required to pay the remaining FY23 Duke invoices. Agenda 23-523.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 09-12-2023 RESOLUTION #: 2023-095

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.

James Mitchell Digitally signed by James Mitchell Date: 2023.08.22 10:01:19 -04'00'
Date — Requestor's Signature

Lora Howell Digitally signed by Lora Howell Date: 2023.08.29 09:45:18 -04'00'
Date — Finance Approval Signature

Date — Finance Director's Signature

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.08.22 10:09:04 -04'00'
Date — Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2023.08.29 09:45:56 -04'00'
Date — Deputy Fin. Director's Signature

Date — City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-525	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/22/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	To Approve Addendum #1 to Task Order 2023-26 (TO 2023-26.1) with Jacobs Engineering for additional utility support related to cost estimating of customer connections to the city water and sewer system, Project No. WS1221 (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2023-26.1 $10,050.00 - UT ENGIN.pdf TO 2023-26 FY23 Cocoa Program Plan Review Perm Assist Utility Support - Addendum 1-Rev 1.pdf AGREEMENT.pdf 12_13_2022_ 1st Amendment to Continuing Services Agmt.pdf COI - Expires 07.01.2024.pdf TRACK SHEET.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 15, 2023
Agenda Date: September 12, 2023
Prepared By: Kimberley Ross
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Addendum #1 to Task Order 2023-26 (TO 2023-26.1) with Jacobs Engineering for additional utility support related to cost estimating of customer connections to the city water and sewer system, Project No. WS1221 (Utilities Director)

BACKGROUND:

On September 13, 2022, City Council Approved Task Order 2023-26 with Jacobs Engineering to provide plan review services, permitting assistance, and utility support.

Staff is requesting City Council approval of Addendum #1 to Task Order 2023-26. The following is the task order and scope of services:

Addendum #1 to Task Order 2023-26 - FY2023 Plan Review, Permitting Assistance and Utility Support. The purpose of this addendum to the task order is to provide additional utility support related to cost estimating of customer connections to the city water and sewer system. These additional services were not known at the time the original Task Order was approved. The total cost

for this additional support is $10,050.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes BAF#23-103-T

The account has the budget available however the dollars need to be assigned to Project No. WS1221. This will be done as part of the August budget cleanup BAF#23-103-T.

FROM:	
Amount Requested	($10,050.00)
Account Number	421-4055-536.31-03
Account Name	Engineering Services
Source of Funds	Operating Revenue

TO:	
Amount Requested	$10,050.00
Account Number	421-4055-536.31-03, WS1221
Account Name	Engineering Services

Original Purchase Order	80172
Original P.O. Amount	$249,538.00
Change Order #1	$ 10,050.00
Revised PO Amount	$259,588.00

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Addendum #1 to Task Order 2023-26 (TO 2023-26.1) with Jacobs Engineering for additional utility support related to cost estimating of customer connections to the city water and sewer system, Project No. WS1221.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Water Supply and Water Treatment Support	2024-35
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/07/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,676.00

Vendor Name: Jacobs Engineering Group Inc. (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020/Utilities Dyal

Project Name: Project Management, SCADA & CMMS Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR)funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment.
Task 1- Project Management, Engineering and Operations Support
Task 2- SCADA, Process Control Systems and Instrumentation Support
Task 3-CMMS Support

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: 2024-35

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa
Task Order 2023-26
FY 2023 City of Cocoa Plan Review, Permitting Assistance and Utility Support - Addendum No. 1

Objective

The purpose of this task order is to provide Plan Review, Permitting Assistance and Utility Support to the City of Cocoa. This task order is intended to include the estimated level of effort to provide the above described services on a time and materials basis compensation method for the period from October 1, 2022 through September 30, 2023. Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020.

Scope of Services

The services to be performed by JACOBS staff under this Task Order are consulting in nature and not staff augmentation. JACOBS staff will be managed by the JACOBS Program Manager. It is assumed City will provide JACOBS staff necessary access to documents and files.

Task 1 – Plan Review Services

JACOBS will provide plan review support for the City of Cocoa. Services will include providing support to the City in Engineering Land Development review for compliance with City of Cocoa standards. Plan review includes review of documents submitted by applicant Engineers to Utilities Department and City's Development Review Committee. It is assumed that JACOBS staff will meet with City of Cocoa review personnel to receive direction on engineering review requirements and external agency coordination specifics. As documents are reviewed, JACOBS will coordinate with the City and satisfactorily agree on comments. JACOBS will participate in meetings with the applicants, as requested by the City. Jacobs may handle emails and phone communications from engineers, contractors, developers and residents. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, JACOBS will provide the City with a letter recommending approval of the documents. The City will provide final review and approval to the applicant. JACOBS will also provide the City's Engineering Representative a summary letter listing the infrastructure being proposed to be installed as part of the project for cost estimation purposes. JACOBS will review the FDEP permit documents submitted by the applicant and verify the information on the FDEP permit with proposed plans. Once the FDEP permit is ready, JACOBS will forward it to the Director for approval and signature. Once the FDEP permit is signed by the Director, JACOBS will email a scanned copy to the applicant.

Services also include providing support in coordination of utility map requests, pre-construction fee receipts, pre-construction meetings, updates to City's project dashboard, and review of project closeout documentation.

- For utility map and as-built drawing requests from customers, JACOBS will forward the request from the customer to the City GIS department. Once the utility map is created by City GIS technician, JACOBS will forward the map to the customer.
- JACOBS will receive all customer paid receipts from customer service department. JACOBS will filter out receipts associated with jumper meters, fire line paintings, and fire hydrant painting payments, request additional project information from customer service if required, and forward the receipts to City inspectors assigned to the specific project.
- For pre-construction meetings requested by contractors, JACOBS will request pre-construction fee payment receipts from the contractors and forward the request to the City inspectors for their review.
- JACOBS will periodically update City's project dashboard with dates for field activities performed by City inspectors such as pre-construction meetings, final inspection, pressure tests, and bacteriological tests.
- JACOBS will review project closeout documentation submitted by developers such as bill of sale, easement, fire line test reports, and as-built drawings and coordinate with the City and satisfactorily agree on comments. The City will provide comments to the applicant in letter or email form. Once all comments have been satisfactorily addressed by the applicant, JACOBS will provide the City with a letter recommending acceptance of the project. The City will provide final review and approval to the applicant.
- It is assumed meetings for this task will be held at City of Cocoa offices.

This task is expected to have no additional hours related to Addendum No. 1.

Task 2 – Permitting Assistance

JACOBS will provide permitting assistance for the City of Cocoa. Services will include providing support to the City's Water Fields Operations (WFO) and City Customer Service departments. JACOBS will review water meter fee receipts emailed by Customer Service department and forward the meter requests that needs a ROW Permit from an external agency to City's GIS department. JACOBS will review permit applications prepared by the City GIS technicians which will then be provided to the City Utility Director for approval, and signature. JACOBS will submit the scanned permit application to the appropriate external agency for review. Once the permit is approved by the external agency, JACOBS will request the permit fee check from the City's Administrative Assistant. Once the permit is released by the external agency, JACOBS notify Water Field Operations and provide a copy of the permit. It is assumed meetings for this task will be held at City of Cocoa offices.

This task is expected to have no additional hours related to Addendum No. 1.

Task 3 – Utility Support

JACOBS will provide Utility Support for the City of Cocoa. Services will include providing support to the City in reviewing meter installation and fire line painting requests and approval, and coordination and scheduling of fire hydrant flow tests. As meter installation and fire line painting work order requests are received, JACOBS will review status of the closeout documents for the projects and coordinate with the City regarding release of work orders. For fire hydrant flow test requests, JACOBS will receive payment receipts submitted by Customer Service department, request additional information, if required, and coordinate with City GIS department to submit a request for the test. Once City WFO personnel has completed the field test, the results are provided to GIS and then back to the customer.

This task is expected to have an additional 85 hours of technical support related to Addendum No. 1. Total increase of $10,050.

Safety

JACOBS will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. JACOBS is not responsible for the health, safety, and environmental compliance of the City's staff, or other third parties.

Assumptions

JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.

Schedule

This Task Order covers the period from date of October 1, 2022 through September 30, 2023.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Original Hours	Original Fee	Addend. 1 Hours	Addend. 1 Fee	Total Including Addendum 1
TASK 1 Plan Review Services	1,510	$236,250	0	$0	$236,250
TASK 2 Permitting Assistance	36	$5,792	0	$0	$5,792
Task 3 Utility Support	48	$7,496	85	$10,050	$17,546
EXPENSES & SUBCONSULTANTS	N/A	$0	N/A	$0	$0
Grand Total	**1,610**	**$249,538**	**85**	**$10,050**	**$259,588**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the PMT and the City.

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa Group

By _____

Title _____

Date _____

Accepted for JACOBS Engineering

By _____

Title Vice President

Date August 14, 2023

FY2023 City of Cocoa Plan Review, Permitting Assistance, and Utility Support Task Order 2023-26 Labor Hour Breakdown - Addendum No. 1 - 08/12/2022

		Per Diem Schedule Description									
		Sr Director/Director/Prof Sr Expert/Prof Expert	Sr Manager/Prof Specialist	Manager/Prof Senior	Sr Supervisor/ Prof Career-level	Supervisor II/Prof Associate/Tech Specialist	Prof Intermed/Tech Senior	Junior Project Engineer/Scientist/Consultant	Office/Project Administration	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$142.00	$120.00	$110.00	$85.00		
1	**Plan Review Services**										
		12		450		900		140	8	1,510	$236,250
2	**Permitting Assistance**										
						36			8	44	$5,792
3	**Utility Support**										
						48			8	56	$7,496
	Addendum No. 1						70	15		85	$10,050

Original Labor Total	**1,610**	**$249,538**
Expenses		**$0**
Original Task Order Total		**$249,538**
Subcontracts		**$0**
Addendum No. 1 Labor Total	**85**	**$10,050**
Total Including Addendum No. 1 Task Order Total		**$259,588**

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

Continuing Service Agreement Track Sheet

RFQ-20-03-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Engineering Services for Water System

Department: Utilities

Task Orders Issued: 66

Start Date: 2/5/2020

End Date: 2/4/2025

Extensions 1

Total Task Orders:	$8,325,425.85
Paid:	$5,034,336.13
Encumbered:	$1,471,672.72

Contract #	RFQ-20-03-COC	Vendor	Jacobs Engineering	Expires	2/4/2025	$8,325,425.85	$5,034,336.13	$1,471,672.72
Task Order	**Task Details**			**Approved**	**Status**	**Task Order Amt.**	**Paid**	**Encumbered**
2020-01	Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76256-40438; Notes: Liquidated $22,949.04, Amount Paid $173,387.96, PO # [DK-			2/13/2020	Completed	$339,431.00	$173,387.96	$0.00
2020-01.1	Reduction in time required for Task due to COVID-19 delays; Requested by Shawny Weston; Project # WS13BC; PO/RQ#: 76256-40438;			9/3/2020	Completed	($143,094.00)	$0.00	$0.00
2020-01.1 L	Liquidated; Requested by Shawny Weston				Completed	($22,949.04)	$0.00	$0.00
2020-02	FY2020 Cross Connection Control Program Assistance; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Task Order Approved amount is $124,902 but PO was only issued for $93,677.00 [DK-03/22/22]			2/13/2020	Completed	$93,677.00	$45,479.50	$0.00
2020-02.1	Reduction in time required to assist WFO with activities for Task 1, 2, 3 & 4; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Liquidated Amount $28,197.50 [DK-03/22/22]			5/26/2020	Completed	($20,000.00)	$0.00	$0.00
2020-02.1 L	Liquidated; Requested by Melinda Keesee				Completed	($28,197.50)	$0.00	$0.00

2020-03	FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects; Requested by Katherine Ennis; Project # WS19BO; PO/RQ#: 76255-40441; Notes: Liquidated Balance of $287,624.50 [DK-03/22/22] Original	2/13/2020	Completed	$325,016.00	$37,391.50	$0.00
2020-03 LI	Liquidated; Requested by Katherine Ennis		Completed	($287,624.50)	$0.00	$0.00
2020-04	FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76254-40442; Notes: Liquidated Balance of $33,495.50 [DK-03/22/22]Original Task	2/26/2020	Completed	$178,052.00	$144,556.50	$0.00
2020-04 LI	Liquidated; Requested by Katherine Ennis		Completed	($33,495.50)	$0.00	$0.00
2020-05	FY2020 Water Field Operations (WFO) Support; Requested by Katherine Ennis; PO/RQ#: 76376-40594; Notes: Liquidated balance of $59,634.50 per Melinda [DK-03/22/22]	2/26/2020	Completed	$160,492.00	$70,857.50	$0.00
2020-05.1	Reduction in Time required for Task # 1; Requested by Melinda Keesee; Project # WS136BC; PO/RQ#: 76376-40594;	5/26/2020	Completed	($30,000.00)	$0.00	$0.00
2020-05.1 L	Liquidated; Requested by Melinda Keesee		Completed	($59,634.50)	$0.00	$0.00
2020-06	FY2020 Water System Program Management Services - Dyal Plant Support; Requested by Shawny Weston; PO/RQ#: 76412-40440; Notes: PO Balance Liquidated $23,711.75 per Shawny 12/07/20, [DK-03/22/22] Original Task Order Amount $168,322.00	2/26/2020	Completed	$168,322.00	$144,610.25	$0.00
2020-06 LI	Liquidated; Requested by Shawny Weston		Completed	($23,711.75)	$0.00	$0.00
2020-07	America's Water Infrastructure (AWIA Section 2013 Compliance Support; Requested by Katherine Ennis; PO/RQ#: 76253-40443; Notes: PO Balance Liquidated $48,379.68 [DK-03/22/22] Original Task Order Amount $188,914.00	2/26/2020	Completed	$188,914.00	$140,534.32	$0.00

2020-07 LI	Liquidated; Requested by Katherine Ennis		Completed	($48,379.68)	$0.00	$0.00
2020-08	Requested TO but never issued (Patrick AFB & Cape Canaveral AFS Water Utility Privatization); Requested by Jack Walsh Notes: Never Issued "$976,932.00"		Cancelled	$0.00	$0.00	$0.00
2020-09	Corrosion Control Study; Requested by Peter Davis; Project # WS19CF; PO/RQ#: 76439-40701; Notes: PO Balance Liquidated $13,366.46 [DK-03/22/22] Original Task Order Amount $111,058.00	4/8/2020	Completed	$111,058.00	$97,691.54	$0.00
2020-09 LI	Liquidated; Requested by Peter Davis		Completed	($13,366.46)	$0.00	$0.00
2020-10	Assistance & Support for SCADA; Requested by Shawny Weston; PO/RQ#: 76569-40860; Notes: PO Balance Liquidated $65,010.48 per Shawny [Dk-03/22/22] Original Task Order Amount $175,000.00	1/22/2020	Completed	$175,000.00	$109,989.52	$0.00
2020-10 LI	Liquidated; Requested by Shawny Weston		Completed	($65,010.48)	$0.00	$0.00
2020-11	Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP facilities and systems.; Requested by Shawny Weston; Project # WS20DM; PO/RQ#: 76986-41449;	8/26/2020	Completed	$143,094.00	$142,048.00	$0.00
2020-11 LI	Liquidated; Requested by Shawny Weston		Completed	($1,046.00)	$0.00	$0.00
2020-12	Update of Fixed Assets and Systems Data; Requested by Jack Walsh; Project # WS21FA; PO/RQ#: 76942-41400; Notes: PO Balance Liquidated $27,419.00 [DK-3/22/22]Original Task Order Amount $58,321.00	8/26/2020	Completed	$58,321.00	$30,902.00	$0.00
2020-12 LI	Liquidated; Requested by Jack Walsh		Completed	($27,419.00)	$0.00	$0.00

2021-13	FY21 Engineering Services for Water System Program Management Services - Water Supply; Requested by Shawny Weston; PO/RQ#: 77434-41950;	10/27/2020	Completed	$374,708.00	$374,708.00	$0.00
2021-13.1	Support Services for upgrades to SCADA servers; Requested by Sean McFarland; PO/RQ#: 77434-41950; Notes: City Manager signed proposal on 07/15/21. [DK-03/23/22]	7/13/2015	Completed	$65,000.00	$49,261.15	$0.00
2021-13.1 L	Liquidated; Requested by Sean McFarland		Completed	($15,738.85)	$0.00	$0.00
2021-14	FY21 Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77279-41814; Notes: Liquidated $12.50 per ICORF dated 09/12/22. See requ folder	9/23/2020	Completed	$178,052.00	$178,039.50	$0.00
2021-14 LI	Liquidated; Requested by Katherine Ennis		Completed	($12.50)	$0.00	$0.00
2021-15	FY21 Engineering Services for the Water System Program Mnagement Services for Cocoa Utilities Operating Revenuw Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77309-41885;	9/23/2015	Completed	$453,926.00	$413,870.54	$0.00
2021-15 LI	Liquidated; Requested by Katherine Ennis		Completed	($40,055.46)	$0.00	$0.00
2021-16	FY21 WFO Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 77426-41873; Notes: PO Balance Liquidated $56,667.27 [DK-03/22/22]Original Task Order Amount $224,883.00	10/13/2020	Completed	$224,883.00	$168,215.73	$0.00
2021-16 LI	Liquidated; Requested by Melinda Keesee		Completed	($56,667.27)	$0.00	$0.00
2022-17	Program Management & SCADA Services; Requested by Shawny Weston; PO/RQ#: 78697-43602;	9/28/2021	Completed	$374,956.00	$374,952.50	$0.00

2022-17.1	Project Management & SCADA; Requested by Sean McFarland; PO/RQ#: 79774-44900; Notes: Emailed TO to Brian on 06/01/2022 for review and approval. Also asked him to save a copy of the proposal into the Task Order	7/12/2022	Completed	$115,164.00	$108,057.48	$0.00
2022-17.1 L	Liquidated; Requested by Sean McFarland		Completed	($7,110.02)	$0.00	$0.00
2022-18	FY22 WFO Division Cross Connection Control Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 79012-43961; Notes: 03/01/2023 per email from Melinda K. the remaining balance on this PO $19,302.50 is to be liquidated. Original Task Order Amount	9/14/2021	Completed	$224,850.00	$205,547.50	$0.00
2022-18 LI	Liquidated; Requested by Melinda Keesee		Completed	($19,302.50)	$0.00	$0.00
2022-19	FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support; Requested by Jack Walsh; Project # WS1221; PO/RQ#: 78728-43623; Notes: Liquidated $38,745.00 [DK-10/27/2022]Original Task Order	9/14/2021	Completed	$249,280.00	$210,535.00	$0.00
2022-19 LI	Liquidated; Requested by Jack Walsh		Completed	($38,745.00)	$0.00	$0.00
2022-20	FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 78704-43625;	9/14/2021	Completed	$597,069.00	$395,828.36	$0.00
2022-20 LI	Liquidated; Requested by Katherine Ennis		Completed	($201,240.64)	$0.00	$0.00
2022-21	Viera Booster Station Chloramination Improvements - Permitting & Design; Requested by Shawny Weston; Project # WS21VP; PO/RQ#: 78688-43590; Notes: Liquidated $2,016.50 [DK-10/27/22] Original Task Order	9/28/2021	Completed	$84,494.00	$82,477.50	$0.00
2022-21 LI	Liquidated; Requested by Shawny Weston		Completed	($2,016.50)	$0.00	$0.00

2022-22	FY22 Engineering Services for the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing; Requested by Katherine Ennis; Project # WS21SC; PO/RQ#: 78709-43634;	9/28/2021	Active	$305,867.00	$254,588.56	$51,278.44
2022-23	Elevated Tank Rehabilitation - Design and Bidding Services; Requested by Peter Davis; Project # DYET22; PO/RQ#: 79792-44745; Notes: Task Order # 2022-23 provided to Peter on 04/01/2022 [DK-04/01/22] Estimated Proposal 35,056.00	5/5/2022	Active	$35,056.00	$20,803.50	$14,252.50
2022-24	36" Wm Relocation Seay Ray Drive Bridge (Sykes Creek); Project # WS21SC Notes: Emailed Task Order # to John Perrin [DK-06/06/2022] Per John this will need to be a FY23 Task Order. New Task Order #		Cancelled	$0.00	$0.00	$0.00
2022-25	Viera Pump Station Chlorination Improvements; Requested by David Veloza; Project # WS21VP; PO/RQ#: 80175-45458; Notes: Task Order # 2022-25 emailed to David Veloza [DK-06/29/2022]	9/13/2022	Active	$93,880.00	$10,199.50	$83,680.50
2023-26	FY23 City of Cocoa Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80172-45444; Notes: Emailed TO # 2023-26 to Katie [DK-07/11/2022]	9/13/2022	Active	$249,538.00	$187,811.50	$61,726.50
2023-26.1	FY2024 Plan Review, Permitting Assistance and Utility Support; Requested by Kimberley Ross Notes: Emailed Task Order to Brian for approval 8.16.23 (cs)		Pending	$10,050.00	$0.00	$0.00
2023-27	FY23 Engineering Services for the Water System; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80171-45443; Notes: Emailed Task Order # 2023-27 to Katie [DK-07/19/22] Emailed TO to Brian [DK-08/03/22]	9/13/2022	Active	$692,563.00	$407,183.00	$285,380.00
2023-28	FY23 Engineering Services for the Water System; Requested by Sean McFarland; PO/RQ#: 80061-45338; Notes: Task Order # 2023-28 provided to Sean via phone call. [DK-08/02/22]	9/13/2022	Active	$399,726.00	$312,267.72	$87,458.28
2023-28.1	Project Management Serices; Requested by Sean McFarland; PO/RQ#: 80061-1-45338; Notes: TO Amendment emailed to Brian [DK-05/25/2023] To Amendment emailed back to Requestor to get Council Approval	7/11/2023	Active	$85,520.00	$0.00	$85,520.00
2023-29	Sea Ray Drive_Sykes Creek WM Crossing SDC; Requested by John Perrin; Project # WS21SC; PO/RQ#: 80515-45829; Notes: Emailed Task Order # 2023-29 to John Perrin [DK-08/03/2022] Emailed Task Order #2023-29 to Brian [CS-11/23/22]	12/13/2022	Active	$124,519.00	$20,836.50	$103,682.50

2023-30	FY23 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 80496-45805; Notes: emailed Task Order # 2023-30 to Melinda [DK-08/16/2022] emailed Task Order to Brian for approbval [DK-08/19/2022]	9/13/2022	Active	$224,554.00	$121,704.00	$102,850.00
2023-30.0	PO was issued for $10.00 less; Requested by Melinda Keesee		Active	($10.00)	$0.00	($10.00)
2023-30.1	FY23 WFO & Cross Connection Control (CCC) Support Adjustment; Requested by Melinda Keesee Notes: 11/14/2022 emailed Task Order Amendment to Brian [DK-11/14/2022]		Cancelled	$0.00	$0.00	$0.00
2023-31	Dyal Install New Well 17; Requested by David Veloza; Project # WS20DW; PO/RQ#: 81190-46703; Notes: Task Order # emailed to David [DK-05/18/2023] Emailed Task Order to Lora for Approval. [DK-06/26/2023]	7/11/2023	Active	$227,902.00	$0.00	$227,902.00
2023-32	Dyal WTP SCADA HMI Server; Requested by Katrina Combs; Project # WS18SC; PO/RQ#: 81218-46742; Notes: Emailed Task Order # 2023-32 to Katrina [DK-07/05/2023] Emailed Task Order to Brian for Approval [DK-07/07/2023]	7/25/2023	Active	$367,952.00	$0.00	$367,952.00
2023-33	Carbon Dioxide System Replacement; Requested by Katrina Combs; Project # WS23BR Notes: Emailed Katrina Task Order # [DK-07/17/2023] Emailed Task Order to Brian [DK-07/20/2023]		Pending	$147,898.00	$0.00	$0.00
2024-34	FY2024 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; Project # WS13BC Notes: Emailed Task Order # to Melinda [DK-08/03/2023] Emailed Task Order to Brian for signature 8.10.23 (cs)		Pending	$223,524.00	$0.00	$0.00
2024-35	FY2024 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support; Requested by Katrina Combs Notes: Task Order Number emailed to Katrina [DK-08/07/2023]		Pending	$434,676.00	$0.00	$0.00
2024-36	FY2024 Plan Review, Permitting Assistance and Utility Support; Requested by Kimberley Ross Notes: Emailed Task Order # to Kimberley [DK-08/07/2023] Emailed Task Order to Brian/Rebecca for signature 8.15.23 (cs)		Pending	$308,840.00	$0.00	$0.00
2024-37	FY2024 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Kimberley Ross Notes: Emailed Task Order # to Kimberley [DK-08/07/2023]		Pending	$694,429.00	$0.00	$0.00

Legislation Details (With Text)

File #:	23-528	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	8/22/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Approve a Resolution Amending the FY23 Budget, BAF#23-113-T and Approve a Change Order of $25,000 for PO# 80367 for Fisher and Phillips, LLP., related to legal fees. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023-096 ADA Compliant.pdf BAF 23-113-T-AD-Legal Fees (9-12-23) Agenda 23-528.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 24, 2023
Agenda Date: September 12, 2023
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF#23-113-T and Approve a Change Order of $25,000 for PO# 80367 for Fisher and Phillips, LLP., related to legal fees.

BACKGROUND:

The City uses Fisher and Phillips, LLP to handle labor legal matters and budgets annually for miscellaneous matters. The related expenses vary year to year depending on the need. The current purchase order is for $70,000 and it is realized that staff will need approximately an additional $25,000 to cover the remaining expenses for this Fiscal Year.

Staff is requesting to transfer budgeted funds from another legal account to cover these expenses and approval for a change order on PO# 80367 in the amount of $25,000. This change order puts the total amount over the City Manager's authority. A copy of the budget transfer form is attached.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	($25,000)
Account Number	001-1600-514.31-01
Account Name	Professional Services/Legal Expenses

Amount Requested	$25,000
Account Number	001-1600-513.31-01
Account Name	Professional Services/Legal Expenses

Transfer Acct #: 001-1600-514.31-01
Professional Services/Legal Exp-City Attorney

Change Order Amount $25,000

Original Purchase Order #80367
Original P.O. Amount $10,000
Prior Change Order Information:
Total number of change orders to date 2
Total amount in change orders to date $60,000

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF#23-113-T and Approve a Change Order of $25,000 for PO# 80367 for Fisher and Phillips, LLP., related to legal fees.

RESOLUTION NO. 2023-096

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 12th day of September, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-113-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 08/23/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 25,000)	001-1600-514.31-01		PROF SVCS / LEGAL EXP-CITY ATTY	$ 0	$ 0	($ 25,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 25,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,000	001-1600-513.31-01		PROFESSIONAL SVCS/LEGAL EXP	$ 0	$ 0	$ 25,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 25,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Need to cover anticipated invoices for remaining Fiscal Year for labor relations matters. Agenda 23-528.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 09/12/23 RESOLUTION #: 2023-096

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

8/24/23	Tammy Gemmati Digitally signed by Tammy Gemmati Date: 2023.08.24 08:32:21 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.08.29 09:30:48 -04'00'			
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/24/23	Tammy Gemmati Digitally signed by Tammy Gemmati Date: 2023.08.24 08:32:36 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.08.29 09:31:30 -04'00'			
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-533	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/28/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	To Approve Task Order Amendment 2021-01.2 with Danus Utilities, Inc. for the S.R. 528 Force Main Relocation Work, Project No. WS21FM, and Approve a Resolution Amending the FY23 Budget, BAF#23-119-T in the amount of $7,361. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-DANUS 2021-01.2 $7,361.00 - UT.pdf Change Order #002 (WS21FM)_8-21-23 draft.pdf AGREEMENT.pdf COI Cocoa 2023-24.pdf Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-119-T-UT-Forced Main (9-12-23) Agenda 23-533.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 18, 2023
Agenda Date: September 12, 2023
Prepared By: Kimberley Ross
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order Amendment 2021-01.2 with Danus Utilities, Inc. for the S.R. 528 Force Main Relocation Work, Project No. WS21FM, and Approve a Resolution Amending the FY23 Budget, BAF#23-119-T in the amount of $7,361. (Utilities Director)

BACKGROUND:

The City of Cocoa was required to relocate/adjust two force mains located in the FDOT ROW on S.R 528. just west of the U.S 1 interchange due to an FDOT project where their contractor would install a new 36” storm drain in January 2021. The storm drain was designed to run across both lanes of S.R. 528 approximately 216 feet long. The design was in conflict with the City of Cocoa’s two existing sewer force mains, north of the westbound lane of S.R. 528. To resolve the conflict, the City proposed lowering its 10-inch ductile iron force main and capping off the 6-inch Cast Iron force main.

The City awarded this task to Danus Utilities, Inc (Danus) under Task Order 2021-01 (Project No. WS21FM) on December 8, 2020. The work was partially completed but then put on hold because the FDOT had to redesign the project due to unknown complications with the existing stormwater pipe

and difficulties with performing their direction drill. During the delay, the City's contractor had to rent additional equipment to bypass the forcemain that was placed out of service to prevent the nearby lift stations from experiencing any potential overflow issues as well as other modifications to the scope of work. The relocation work was able to recommence in February of 2023 and has been completed

The original council approval also included approval of a 10% contingency for the project in the amount of $23,310. This contingency has been exhausted and an additional $7,361 is being requested as Amendment #2 to Task Order 2021-01 to cover the additional costs described above.

Staff recommends approval of Task Order Amendment 2021-01.2 with Danus Utilities, Inc. in the amount of $7,361.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$7,361.00
Account Number	421-4055-536.63-00, WS21FM
Account Name	Infrastructure

Source of Funds: Transfer Acct #: 421-4010-536.39-00, Contingency

If a P.O. Change Order is involved, please complete the following:

Change Order Amount $7,361.00

Original Purchase Order 77555
Original P.O. Amount $233,100.00
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 1
Total amount in change orders to date $23,310.00

PREVIOUS ACTION:

On December 8, 2020 City Council approved Task Order 2021-01 with Danus Utilities, Inc for the S.R. 528 Force Main Relocation Work, Project No. WS21FM in Ageda Item #20-817. Included were the costs of the original Contractor Bid was for $233,100 and the Contingency of 10%, $23,310 for a total of $256,410.

RECOMMENDED MOTION:

To Approve Task Order Amendment 2021-01.2 with Danus Utilities, Inc. for the S.R. 528 Force Main Relocation Work, Project No. WS21FM, and Approve a Resolution Amending the FY23 Budget, BAF#23-119-T in the amount of $7,361. (Utilities Director)

Task Order Request Form

P-Form 2021.09 Revised 08/17/2021

Water Supply and Water Treatment Support	2024-35
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/07/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,676.00

Vendor Name: Jacobs Engineering Group Inc. (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020/Utilities Dyal

Project Name: Project Management, SCADA & CMMS Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR)funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment.
Task 1- Project Management, Engineering and Operations Support
Task 2- SCADA, Process Control Systems and Instrumentation Support
Task 3-CMMS Support

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: 2024-35

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.

Change Order

Project Name/Number:	SR 528 Force Main Relocation Work, Project No. WS21FM
Purchase Order:	77555
Change Order Number:	2
Original Contract Price:	$233,100
Contingency Amount:	Original - $23,310, additional Contingency - $7,361 (approved by Council 9/12/23) **Total Contingency - $30,671**
Contingency Deductions:	-$7,361 (-23,310 CO#1)
Contingency Additions:	$0
Adjusted Contingency Remaining:	**$0**
Number of calendar days contract is increased due to this change order:	0
Number of calendar days contract is decreased due to this change order:	0
Original Final Completion Date:	January 15, 2021
Adjusted Final Completion Date:	**March 31, 2023**
This change order is requested by:	Danus Utilities
This change order is recommended by:	Katherine Ennis, PE, City Project Manager

This Change Order shall encompass all expenses incidental to the work, also including materials and labor. Following the execution of this Change Order there are no pending requests for time or costs associated with the project. The undersigned agree to the terms of this change order.

Contractor/Date

Project Manager/Date

Utilities Director/Date

Change Order

Justification:

Changes in scope of work due to delays from the FDOT Project #429276-1-72-21. Specifically, with renting the by-pass hose while project was in delay to ensure nearby lift stations did not malfunction.

Proposal Costs:

Add $7,361 to PO 77555. The amount of the change order from the contractor is $7,371 but there is $10 currently on the PO that will go towards the change order. Details attached.

Contract Time:

NA

The following modification(s) to the Contract are hereby Ordered:

Change Order #2 will be issued to PO 77555

SR 528 Force Main Relocation Work, Project No. WS21FM

	Description	Accounting	Execution date
Original Contract Amount		$ 233,100.00	12/8/2020
Original Contingency	Original approved by Council	$ 23,310.00	12/8/2020
Additional Contingency	Approved by Council	$ 7,361.00	9/12/2023
Total Contingency	Approved by Council	$ 30,671.00	12/8/2020
Project Change Order No. 1	Additional work related to delays by the FDOT project.	$ (23,310.00)	8/1/2023
Project Change Order No. 2	By-pass hose rental	$ (7,361.00)	
	Remaining Contingency	**$ -**	
	Percentage Contingency Available	**0.00%**	
	Change Order Percentage of Contract	**13.158%**	

INVOICE

Remit To:
Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-804-0068
danusutilities.com
robert@danusutilities.com
407-878-1254

INVOICE NO: 6152-6 Final
INVOICE DATE: August 8, 2023
CUSTOMER PO#: 077555
BILL TO: City of Cocoa
ADDRESS: 351 Shearer Blvd
Cocoa, FL 32922

PHONE: 321-433-8811
CONTACT: Chris Collier
EMAIL: accountspayable@cocoafl.org

DANUS UTILITIES JOB NAME AND NUMBER: State Road 528 Force Main Relocation - 6152

Item	Description	Units	Cost Per Unit	Amount
1	Change Order 1 - Mobilize crew and mini excavator, furnis 18" MJ caps and mega lug kits, Excavate 18" main and prep to cut. D.O.T requested stop work.	0	$4,750.00	$0.00
2	Change Order 2 - By-pass rental, 4 months.	85.1%	$8,657.34	$7,370.69
3	Change Order 3 - 10" Force main by-pass with high pressure flex hose, 3 month hose rental.	0	$19,520.89	$0.00
4	Change Order 4 - Puchase and delevery of 8" HP flex hose.	0	$7,575.75	$0.00
5	Credit - 120' x 6" DI P401 piping.	0	-$3,959.02	$0.00
6	Credit - 6" fittings and mega lugs.	0	-$2,312.27	$0.00
7	Credit - Force main tape and locate wire.	0	-$62.00	$0.00
8	Credit - (If approved) - 8" HP flex hose.	0	-$3,500.00	$0.00
9	Progressive Payment # 5	0.00%	$233,100.00	$0.00
	Total Billed on 10/21/2021 55,944.00			
	Total Billed on 12/7/2021 $7,575.75			
	Total Billed on 1/31/2022 $16,077.21			
	Total Billed on 7/25/2023 $26,803.04			
			Invoice Sub total	$7,370.69
			Invoice Total	**$7,370.69**

Thank you for your business!

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 10TH day of NOVEMBER, 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **DANUS UTILITIES, Inc.,** 2320 Beardall Avenue, Sanford, Florida 32771, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing basis; and

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

WHEREAS, Utility Contractor participated in the selection and negotiation process and Utility Contactor was one of several contractors chosen by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, Utility Contractor is willing to provide such underground utility services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate two (2) year renewal terms.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

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

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Utility Contractor to provide the construction services approved by Task Authorization by the City.

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

C. "Utility Contractor" shall mean **Danus Utilities, Inc.,** and its principals, employees, resident project representatives (and assistants).

D. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

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

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

G. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Utility Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task, and send the thus developed "Task Proposal" to the City. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in

substantially in conformance with the form attached to the Agreement **Exhibit "B"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Utility Contractor fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is

completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor'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 Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor 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 Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor 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 Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

5.1 General Services. For basic and additional Services performed by Utility Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Utility Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that billed Utility Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Utility Contractor shall submit to the City a copy of any written invoice received by Utility Contractor from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

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

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Utility Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility 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 Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of 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 City indemnifying him against such claims.

By making payments, City 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 Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the services performed by Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. 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 Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization 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 Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility 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 Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. 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 Utility Contractor, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Utility 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.

8.3 Furnishing of Labor, Materials, etc. Utility 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 this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City 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 City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, 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 Task Authorization. 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 Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Utility Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites 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) familiarize itself with any provided 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 Projects; (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 Utility Contractor shall also review all as-built and record drawings, plans, and specifications of which the Utility Contractor 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 Utility Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Utility Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

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

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Utility 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 Utility Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Utility Contractor or by anyone directly employed by or contracting with the Utility Contractor.

C. The Utility Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Utility 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 Utility Contractor or by anyone directly or indirectly employed by the Utility Contractor.

D. Utility Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.**

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Utility Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with recognized and sound construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Utility Contractor represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Utility Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding

any other provision of this Agreement, Utility Contractor shall indemnify, hold harmless, and defend City, its officers, directors, attorneys, 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, Utility Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Utility Contractor 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 Utility Contractor 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 City or the Utility Contractor. 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 Utility Contractor 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 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/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility Contractor 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. Utility Contractor 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, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Utility Contractor 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of 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 Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility Contractor 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 Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility Contractor 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 Utility Contractor 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 Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Utility Contractor failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Utility Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adoption by the Utility Contractor, 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 Utility Contractor.

14.3 The Utility Contractor acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Utility Contractor agrees that to the extent any document produced by Utility Contractor under this Agreement constitutes a Public Record, Utility Contractor shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Utility Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Utility Contractor shall be considered an independent contractor and not an employee of the City.

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

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

17.3 Utility Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Utility Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

17.5 Utility Contractor has committed any act of fraud upon the City; or

17.6 Utility Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Utility Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, 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. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination. Additionally, 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 Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility Contractor, 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 Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

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; plague; pandemic; flood; windstorm; explosion; riot; ware; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (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.

19.2 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.

20.0 HEADINGS

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

21.0 SEVERABILITY

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

22.0 WAIVER AND ELECTION OF REMEDIES

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

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

23.0 THIRD PARTY RIGHTS

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

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 Utility Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Utility 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 Utility Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

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 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.

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 AGREEMENT INTERPRETATION; DRAFTING

29.1 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 Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility 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 in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Danus Utilities, Inc.

2320 Beardall Avenue
Sanford, Florida 32771
Attention: DAN Pardus
Phone: 386-233-5588

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

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

48.0 SOVEREIGN IMMUNITY

48.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

A. Utility 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 representative of Utility Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Utility Contractor.

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

The Utility Contractor specifically assumes potential liability for actions brought by Utility Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, Utility 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.

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

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, FLORIDA:

By: _____
Stockton Whitten, City Manager

ATTEST:

Carie Shealy, City Clerk

City of Cocoa CORPORATE SEAL FLORIDA

UTILITY CONTRACTOR:

DANUS UTILITIES, INC.:

By: _____
Print Name/Title: DAN J PARDUS
PRESIDENT

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:	

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20____, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, then this bond is to be void; otherwise it remains in full force and effect.

e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 2020.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	Melissa Adrian, CPSR	
Caton-Hosey Insurance		PHONE (A/C, No, Ext):	(386) 767-3161	FAX (A/C, No): (386) 760-1770
3731 Nova Rd.		E-MAIL ADDRESS:	melissa@catonhosey.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
Port Orange	FL 32129	INSURER A :	Specialty Builders Ins Co	16826
INSURED		INSURER B :	Auto-Owners Ins	18988
Danus Utilities, Inc		INSURER C :	Travelers Excess & Surplus Lines Co	29696
4133 Saddle Club Dr		INSURER D :	National Builders (Vinings)	16632
		INSURER E :	Federal Insurance Company	20281
New Smyrna Beach	FL 32168	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL2362130789 **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] Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		PKG-0351006-00	07/02/2023	07/02/2024	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4806741403	07/02/2023	07/02/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-8W978480-23-NF	07/02/2023	07/02/2024	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
D	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		WCV 0264441 07	07/02/2023	07/02/2024	[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
E	Rented & Leased Equipment			45471710	06/24/2023	06/24/2024	Limit Deductible	$350,000 $1,000

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

Notice of Cancellation is 30 days unless with respect to Non-Payment Cancellation which will be 10 days. Certificate Holder is included as an Additional Insured for General Liability Only with respects to operations of the Named Insured and as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
65 Stone St
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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RESOLUTION NO. 2023-

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, at the Budget Workshop assembled on the 12th day of September, 2023

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-119-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Utilities | DATE PREPARED: 08/17/23

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 7,361)	421-4010-536.39-00		Contingency	$ 1,063,223	$ 77,969	$ 70,608	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 7,361)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 7,361	421-4055-536.63-00	WS21FM	Infrastructure	$ 1,554,000	$ 4,560,579	$ 4,567,940	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 7,361	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This is for a change order related to changes in the scope of work due to delays in the work being performed by FDOT Project #429276-1-72-21. Agenda 23-533.

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.

8/18/23	Kimberley Ross Digitally signed by Kimberley Ross Date: 2023.08.18 10:52:20 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.09.05 12:59:00 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.08.18 11:39:58 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2023.09.05 13:01:51 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	23-534	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	8/30/2023		**In control:**	City Council	
On agenda:	9/12/2023		**Final action:**		
Title:	Approval to dissolve the City of Cocoa Employee Sick Leave Bank and return sick leave accrual hours to the 65 current members. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City Manager Memo.pdf 09-28-93 Agenda Item.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 25, 2023
Agenda Date: September 12, 2023
Prepared By: Lorne Stinnett, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approval to dissolve the City of Cocoa Employee Sick Leave Bank and return sick leave accrual hours to the 65 current members.

BACKGROUND:

The City of Cocoa Employee Sick Leave Bank was approved by City Council at the regular meeting on September 28, 1993. The Sick Leave Bank is a benefit funded by sick leave hour contributions from employees of the City of Cocoa. It affords temporary, continued income to members of the bank who have exhausted all paid leaves and are experiencing a serious health condition which is not job-related and requires and extended leave of absence from work. Membership in the Sick Leave bank has declined to 65 participants. The City presently offers voluntary Short-Term Disability, voluntary supplemental insurance with Aflac, and an employee sick leave donation program. On August 8, 2022 the remaining members of the Employee Sick Leave Bank Board voted unanimously to dissolve the employee sick leave bank in consideration of other employee benefit options. There are 65 Active Employees who have donated hours to the bank. There are 479.37 hours that will be divided equally and allocated to individual member sick leave account balances.

STRATEGIC PLAN CONNECTION:

none

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

At the regular meeting of the Cocoa City Council on September 28, 1993 the Sick Leave Bank Policy for the City of Cocoa was approved to become effective October 1, 1993.

RECOMMENDED MOTION:

Approval to dissolve the City of Cocoa Employee Sick Leave Bank and return sick leave accrual hours to the 65 current members.

Human Resources Division
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8440
FAX: (321) 433-8445

Memorandum

To: Stockton Whitten, City Manager

Via: Tammy Gemmati, Administrative Services Director

From: Lorne Stinnett, Human Resources Manager

Date: August 25, 2023

Re: City of Cocoa Employee Sick Leave Bank Dissolution

The City of Cocoa Employee Sick Bank was approved by City Council at their regular meeting on September 28, 1993. On August 8, 2022 the remaining members of the Employee Sick Leave Bank Board voted unanimously to dissolve the employee sick leave bank. There are 65 Active Employees who have donated hours to the bank. There are 479.37 hours that will be divided equally and allocated to member sick leave account balances.

V. PUBLIC HEARINGS, CONT'D.

6. Ordinance Amending Article II, Division 1, Section 22-18 of the Code of the City of Cocoa; Deleting the Waste Water Rates and Charges and Impact Fees of Section 22-18; Providing the Establishment of Waste Water Rates and Charges and Impact Fees by Resolution of the Council; and Providing for the Restriction of Impact Fee Revenue. (City Attorney)

7. Resolution Amending Article II, Division 1, Section 22-18 of the Code of the City of Cocoa; Revising Waste Water Usage Rates and Charges and Impact Fees. (City Attorney)

VI. CONSENT AGENDA

1. Approval of Sick Leave Bank Policy for City of Cocoa Employees; to Become Effective October 1, 1993. (This Policy Will be Placed Into Personnel Rules and Procedures Manual.)

2. Renewal of Street Sweeping Contract With Harris Sanitation for One-Year at Cost of $38,724.36.

3. Chemical Bid #93-32 Awards for:
   A. Dyal and Wewahootee Plants - Recommendation of Award to Low Bidders as Follows:
      - Solvey Minerals, Inc., Charlotte, North Carolina; With a Base Bid of $149.58 Per Ton for Soda Ash.
      - Tropichem, Jupiter, Florida; With a Base Bid of $1,540 Per Ton for Potato Starch.
      - Pencco, Inc., Corpus Christi, Texas; Cost of $87.98 Per Ton of Hydrofluosilicic Acid.

   B. Sellers Waste Water Treatment Plant - Recommendation of Award to Low Bidders as Follows:
      - C&S Chemicals, Inc.; With a Base Bid of $104 Per Ton for Liquid Aluminum Sulfate.
      - PB&S Chemicals; With a Base Bid of $84 per (150 lb. Cylinder) for Sulfur Dioxide.

4. Resolution: Pursuant to Section 22-26 of the City Code Revising Water Usage Rates and Charges for the Years 1994, 1995, and 1996; and Revising Fire Protection Service Charges; Providing for an Effective Date.

5. Bid Award for Wastewater Sludge Disposal: Recommendation of Award to Low Bidder, Colgin Ranch, for Hauling and Disposal of Approximately 4,500 Cubic Yards at Total Cost of $26,955.

6. Request by Mr. John Genoni, Property Owner, for Extension of Approval of Preliminary Plan for Westmont Village Subdivision.

7. Approval of Cooperative SICOP Bid Agreement for Rental of Work Uniforms for City Employees, With Aratex Corporation at a Projected Cost of $27,392.

Legislation Details (With Text)

File #:	23-543	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/5/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Authorize the City Manager to renew a maintenance agreement to provide critical IT infrastructure, pending the Adoption of the FY24 Budget. (Chief Technology Officer) *****This Item is Confidential per FS 119.0725 and Not for Public Release*****				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2023
Agenda Date: September 12, 2023
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Authorize the City Manager to renew a maintenance agreement to provide critical IT infrastructure, pending the Adoption of the FY24 Budget.

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

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

FY	Amount	Account Number
2024	$ 125,221.88	001-1203-516.56-15

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize the City Manager to renew a maintenance agreement to provide critical IT infrastructure, pending the Adoption of the FY24 Budget.

Legislation Details (With Text)

File #:	23-431	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	7/12/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	

Title: Approve Participation in a Multi-Year Piggy-Back Agreement with W&J Construction Corporation for Construction Manager at Risk Services Utilizing Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025, subject to the City Manager and the City Attorney finalizing and approving the form of the contract; Authorize the City Manager to Execute the Piggyback Agreement, in a form acceptable to the City Attorney and any Amendments and Renewals Under the Existing Contract. Approve a Resolution Amending the FY23 Budget, BAF#23-115-A to Fund the Project and Grant the City Manager the Authority to Adjust Account Lines with the Schedule of Values. Authorize the City Manager to Approve a Task Order in a form acceptable to the City Attorney & Purchase Order to W&J Construction Corporation for the Guaranteed Maximum Price (GMP) of $1,889,004. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Orders not to exceed $80,000.

Sponsors:

Indexes:

Code sections:

Attachments:
- 081023 - W&J - Provost Park GMP - $1,889,004.pdf
- PARTIALLY EXECUTED Standard Form for Piggyback Contract No. RFQ 6-22-05.pdf
- Cocoa_BC_WJ_Piggyback.pdf
- RFQ-6-22-05 Notice of Award.pdf
- RFQ 6-22-05 - CMR Contract-WJ-FULLY-EXECUTED.pdf
- Budget Resolution FY 2023- ADA Compliant.pdf
- BAF 23-115-A-FN-Provost Park AFBP21 (9-12-23) Agenda 23-431.pdf
- Construction Contingency Resolution.docx

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2023
Agenda Date: September 12, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, Interim Public Works Director/City Engineer

Requested Action:

Approve Participation in a Multi-Year Piggy-Back Agreement with W&J Construction Corporation for Construction Manager at Risk Services Utilizing Brevard County's Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025, subject to the City Manager and the City Attorney finalizing and approving the form of the contract; Authorize the City Manager to Execute the Piggyback Agreement, in a form acceptable to the City Attorney and any Amendments and Renewals Under the Existing Contract. Approve a Resolution Amending the FY23 Budget, BAF#23-115-A to Fund the Project and Grant the City Manager the Authority to Adjust

Account Lines with the Schedule of Values. Authorize the City Manager to Approve a Task Order in a form acceptable to the City Attorney & Purchase Order to W&J Construction Corporation for the Guaranteed Maximum Price (GMP) of $1,889,004. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Orders not to exceed $80,000.

BACKGROUND:

Council directed Staff to design and construct certain improvements at Provost Park. These improvements are funded through a combination of FY21 Assigned Fund Balance and Unassigned Fund Balance.

Bid # B-23-21-COC for capital improvements at Provost and Don "Mo" Stradley Memorial Park was broadcast on March 31, 2023, Closed on May 4, 2023 with no bids.

On July 11, 2023 Council approved the Construction Manager at Risk (CMAR) approach. Staff contacted W&J Construction and requested a GMP for the following improvements at Provost Park:

- Demolition of softball field, and other elements
- Multipurpose field, field fencing, irrigation, conduit for future infrastructure
- Reconstruct 2 basketball courts & 2 pickleball courts from existing courts
- Perimeter black vinyl fencing and southern sidewalk
- Construct Parking Lot with related storm water and lighting
- New Scoreboard

On August 10, 2023 W&J Construction submitted the following GMP - $1,889,004. Public Works is requesting $80,000 in contingency for owner directed change orders that the City Manager will approve.

On August 22, 2023 during the Budget Workshop, Council approved the funding for this project, which is inclusive of ERP Funds, which will be replenished with FY23 Assigned Fund Balance. Additionally, City Council authorized the use of SLFRF monies previously assigned to Park Overruns to pay for Police and Other Departments FY24 Vehicle requests, freeing up the use of Unassigned Fund Balance for this park project. Correct general ledger coding is unknown until staff receives the schedule of values for this project. As a result, staff is also requesting approval for the City Manager to adjust the account line item budgets that is within the total established budget of $1,889,004.

STRATEGIC PLAN CONNECTION:

City Parks improve the City’s image and encourages physical activity

BUDGETARY IMPACT:

Budgeted	Yes - Partially
If not budgeted, is amendment/transfer attached?	Yes

Current Budget: $755,830 for Project PWFBPP

BAF#23-115-A

Amount Requested ($821,000) - Provost Park Improvements GMP
Account Number _001-1600-513.56-15 AFBP21 (ERP)
Account Name _IT Related Operating

Amount Requested $392,174 - Provost Park Improvements GMP
Account Number _001-0000-389.99-50 PWFBPP
Account Name Fund Balance

001-3580-519.63-00 = $697,853
001-3580-519.63-07= $49,977
001-3580-519.63-07 = $1,213,174
001-3580-519.64-00 = $8,000

Total Amount Requested $ 1,969,004 - Provost Park Improvements PWFBPP

Once the Schedule of Values has been provided, the proper account numbers will be assigned.

PREVIOUS ACTION:

On July 11, 2023, Council approved the use of Construction Manager at Risk Services for park improvements at Provost Park, Don “Mo” Stradley Memorial Park, and Junny Rios Martinez Park.

RECOMMENDED MOTION:

Approve Participation in a Multi-Year Piggy-Back Agreement with W&J Construction Corporation for Construction Manager at Risk Services Utilizing Brevard County’s Continuing Construction Manager (At Risk) Services, Contract # RFQ 6-22-05 Effective July 7, 2022 through 11/21/2025, subject to the City Manager and the City Attorney finalizing and approving the form of the contract; Authorize the City Manager to Execute the Piggyback Agreement, in a form acceptable to the City Attorney and any Amendments and Renewals Under the Existing Contract. Approve a Resolution Amending the FY23 Budget, BAF#23-115-A to Fund the Project and Grant the City Manager the Authority to Adjust Account Lines with the Schedule of Values. Authorize the City Manager to Approve a Task Order in a form acceptable to the City Attorney & Purchase Order to W&J Construction Corporation for the Guaranteed Maximum Price (GMP) of $1,889,004. Approve a Contingency Resolution Authorizing the City Manager to issue Owner Directed Change Orders not to exceed $80,000.

August 11, 2023

Frank Mirabito
Gary Palmer
City of Cocoa

Via email: fmirabito@cocoafl.gov
gpalmer@cocoafl.gov

RE: Provost Park GMP

Dear Mr. Mirabito and Mr. Palmer,

W+J Construction Corporation is pleased to provide the GMP proposal of **One Million, Eight Hundred Eighty-Nine Thousand, Four Dollars ($1,889,004.00)** for the project located at 400 S Varr Ave., Cocoa, Florida per the Architects RZK, Inc., dated 06/29/23: The Bid Form is attached:

Scope with Clarifications and Exclusions:

1) Construction duration is 6 months.
2) Utility company fees are excluded.
3) Bond and Builder's Risk are included.
4) Landscaping is per the Mead & Hunt L-101 Landscape and Irrigation Plan dated March 2023 (not included in this set of plans).
5) Nevco Outdoor Scoreboard is included.
6) We have included a 3% contingency which equals $49,908
7) 1,594 LF of 4' Fence and gates includes alternate as shown
8) 602 LF of 12' Fence shown as xx on the fence line.
9) All work to be completed during normal business hours.
10) This estimate reflects the current market pricing as of the date of this proposal and is subject to change.

Exclusions

1. Field Striping
2. Bleachers
3. Reclaimed Meter or Backflow Preventer
4. Permits and Fees
5. Restroom Doors
6. Court & Field Lighting

Basketball (First Team):

- 2D CAD Design
- Install Concrete Slab, 4" Thick, 3000psi, w/FiberMesh & Vapor Barrier
- Deliver & Install Four Tyrant Supreme Fixed Basketball Systems, 42'x72" Acrylic Backboard, Heavy Duty Flex Rim, w/6' Overhang
- Deliver & Install Two 8'L Aluminum Surface Mount Benches
- Deliver & Install PowerGame+ Sport Surface
- Deliver & Install Aluminum Security Ramp Edge Perimeter
- Paint Two Sets of Full Court College Basketball Game Lines

Pickleball:

- 2D CAD Design
- Install Concrete Slab, 4" Thick, 3000psi, w/FiberMesh & Vapor Barrier
- Deliver & Install Two Sets of Guardian Pickleball Poles w/ Nets
- Deliver & Install 4'H x 44"L Vinyl Coated Chain Link Fence w/ Padded Top Rail
- Deliver & Install Two 8'L Aluminum Surface Mount Benches
- Deliver & Install SportGamePB Pickleball Sport Surface
- Deliver & Install Aluminum Security Ramp Edge Perimeter
- Paint Two Sets of Pickleball Game Lines

We appreciate this opportunity to provide this GMP. If you have any questions or require further information, please do not hesitate to contact me at 321.632.7660 or at steve@wjconstruction.com.

Sincerely,

W+J Construction Corp.
A Florida Corporation

Steve Carlyle
Chief Estimator

W+J CONSTRUCTION

Provost Park - GMP

1	Guaranteed Maximum Price for Provost Park Main Improvements Performance and Payment Bond Demolition Multipurpose Field, field fencing, Irrigation, Conduit to additive scoreboard & lights Basketball Courts & Pickleball Courts Perimeter black vinyl fencing and southern sidewalk Construct Parking Lot with related storm water and lighting	GMP 1,889,004.00
2	~~Additive - Multipurpose Field Lighting only by MUSCO~~	Excluded
3	Additive - Multipurpose Field Scoreboard	In GMP

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with W&J Construction Corp., 1005 Viera Blvd, Suite 202, Rockledge, FL 32955 (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 into a contract with Brevard County - FL, said contract being identified as: Continuing Construction Manager (At Risk) Services, Contract No. RFQ 6-22-05. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Continuing Construction Management (At Risk) 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 W & J Construction Corp. The term of said agreement shall be for the period effective date of signature through 11/21/2025, with option of one (1) two (2) year renewal.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2023-2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers’ compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for the amount of each PO/Task Order issued under the continuing contract. 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**
W&J Construction Corp Attn: Erik Costin, Vice President 1005 Viera Blvd, Ste 202 Rockledge, FL 32955 Phone: (321) 632-7660 Email: erik@wjconstruction.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

W & J Construction Corp.

Entered this 2nd day of June, 2023

Erik Costin, Vice President

(Print Name / Title)

(Signature)

06/02/2023

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: _____

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

May 26, 2023

City of Cocoa
Attn: Mr. Gary Palmer
155 N. Wilson Ave.
Cocoa, FL 32922

sent via email: gpalmer@cocoafl.org

RE: Brevard County Construction Manager Continuing Contract – Piggyback Projects
Provost Park Improvements, 400 S. Varr Ave., Cocoa, FL 32922
Don "Mo" Stradley Park Improvements, 1881 Rosetine St., Cocoa, FL 32926

Dear Mr. Palmer:

W&J Construction Corporation (W+J) holds a current Brevard County Construction Manager Continuing Contract, which was fully executed on November 22, 2022. It is our understanding that the above-listed projects will be performed as a piggyback to this contract. W+J will abide by the terms and conditions of that agreement with the County for these projects.

If you have any questions or would like to discuss this further, please contact me at 321.632.7660 or erik@wjconstruction.com

Sincerely,

Erik Costin
Vice President

State of Florida
County of Brevard

The foregoing was acknowledged before me this 26th day of May, 2023 by Mr. Erik Costin, who is personally known by me.

Notary Public

SHELLEY D. SUTHERLAND
MY COMMISSION # GG 299884
EXPIRES: June 8, 2023
Bonded Thru Notary Public Underwriters

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
August 1, 2022
RFQ-6-22-05 Continuing Construction Management (At Risk) Services

PROCUREMENT ANALYST: Debbie Feingold

VENDOR	VENDOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
Ivey's Construction, Inc.	**Merritt Island, FL**	**YES**	**ALL**	**Varies Per CIP Project and Tasking**
Heard Construction Co., Inc.	**Merritt Island, FL**	**YES**	**ALL**	
W+J Construction Corporation	**Rockledge, FL**	**YES**	**ALL**	
Rush Construction, Inc.	**Titusville, FL**	**YES**	**ALL**	
Canaveral Construction Co., Inc.	**Mims, FL**	**YES**	**ALL**	
Wharton-Smith, Inc.	**Merritt Island, FL**	**YES**	**ALL**	
H.J. High Construction, Inc.	**Orlando, FL**	**YES**	**ALL**	
D&A Construction Group, Inc.	Altamonte Springs, FL	YES	NONE	
Associated Cost Engineers, Inc. of Delaware	Not Provided	YES	NONE	

☐ BOARD AWARD--AGENDA ATTACHED
☒ APPROVED AWARD (NON-BOARD AGENDA): Mary Bowers
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Mary Bowers, Purchasing Manager

☒ Award to best-ranked proposers, minimum three responses received.
☐ Award to best-ranked proposer, less than three responses received:

AWARDED BY A COMMITTEE CONSISTING OF: Mike Butcher, Mike McGrew, Scott Gold

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: Three (3) years from contract execution date
RENEWAL OPTION ☐ One year ☒ One (1) additional two (2) year term.

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☒ Please provide W-9 (2018 Version)

BREVARD COUNTY

PUBLIC WORKS DEPARTMENT

CONTINUING CONSTRUCTION MANAGER CONTRACT

W & J CONSTRUCTION CORPORATION

Brevard County Public Works Department

2725 Judge Fran Jamieson Way, Room A-201

Viera, Florida 32940

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CONTINUING CONSTRUCTION MANAGEMENT AT RISK CONTRACT

THIS CONTRACT is made by and between the following Parties: **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and **W & J CONSTRUCTION CORPORATION**, a business having its principal address at 1005 Viera Blvd, Ste 202, Rockledge, FL 32955, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, the COUNTY issued Request for Qualifications RFQ# 6-22-05, which is incorporated herein by this reference, on June 2, 2022, for Construction Manager (At Risk) services and has selected the CONTRACTOR to perform services on a continuing consultant basis pursuant to the provisions of Sections 255.103 and 287.055, Florida Statutes, as may be amended, and Brevard County Policy BCC-26 (Acquisition of Consultant Professional Services); and

WHEREAS, various County Departments may be utilizing this Contract and each department will be responsible for administering any Task Orders it issues; and

WHEREAS, the CONTRACTOR was selected to perform Construction Manager (At-Risk) services; and

WHEREAS, Task Orders may be issued under this Contract which include the requirement for the CONTRACTOR to comply with special contract clauses required by Federal and/or State agencies, including the Federal Emergency Management Agency (FEMA) and American Rescue Plan Act (ARPA), and associated regulations, depending on whether funding for the services under a specific Task Order will come from/be reimbursed from certain sources; and

WHEREAS, compliance by the CONTRACTOR with the special contract clauses related to FEMA, ARPA, and other Federal or State regulations, when applicable, is important in order for the COUNTY to remain eligible to be reimbursed for the cost of the work and/or being required to reimburse the federal government for the cost of the work; and

WHEREAS, the CONTRACTOR accepts the relationship of trust and confidence established by this Contract, covenants to cooperate with the Architect/Engineer in furthering the interests of the COUNTY, agrees to furnish efficient business administration and superintendence, and shall use best efforts to complete the Project in the best and soundest way, and in the most expeditious and economical manner consistent with the interests of the COUNTY.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. RECITALS.

The above recitals are incorporated into this Contract by this reference.

2. ADMINISTRATION.

2.1 This Contract is administered by the Public Works Department, a department of the Brevard County Board of County Commissioners, hereinafter referred to as the Department. Other COUNTY departments may utilize this Contract, but the Public Works Department shall be the department that issues the number for the Task Order. The Task Order number is utilized for COUNTY tracking purposes only. The County department soliciting the proposal for work that results in a Task Order shall then be responsible for the administration associated with its executed Task Order(s) in accordance with this Contract.

2.2 The Contract Documents, as defined in Section 5 below, shall be used to govern this Contract.

3. TERM.

3.1. This Continuing Construction Manager (At Risk) Contract (hereinafter "Contract") is a "continuing contract" as defined under Section 255.103, Florida Statutes, and Brevard County Commission Policy BCC-26.

3.2. The initial term of this Contract is three (3) years after its Date of Execution (the date of last signature below). In addition, the Parties may mutually renew this

Contract in writing, signed by the COUNTY's and the CONTRACTOR's respective authorized designees, for a two-year period beyond the initial contract term under the same terms and conditions outlined herein.

3.3. Survival of Task Orders. The COUNTY shall not issue new Task Order(s) after the expiration date of this Contract. Existing Task Orders may extend beyond this Contract's expiration. In such situations, the Parties agree that the terms and conditions of this Contract survive as to such Task Order(s), and this Contract and the applicable Task Order(s) shall remain in full force and effect until work on the outstanding Task Order(s) is completed.

3.4. Survival of Provision for Services related to Legal Purposes. During the term of this Contract, the Parties agree that the COUNTY may issue a Task Order for the CONTRACTOR to appear or to provide services as an expert or fact witness for any legal or court proceeding related to work performed under this Contract at the hourly rate delineated in this Contract. Additionally, for a period of five years after the expiration of this Contract or any Task Order, upon COUNTY request, the CONTRACTOR expressly agrees that it will provide services as an expert or fact witness for any legal or court proceeding related to work performed under this Contract This provision, and any provision necessary to enforce it, survives Contract expiration or termination for a period of five years.

4. NON-EXCLUSIVE CONTRACT.

The Parties acknowledge that this Contract is not an exclusive agreement and the COUNTY may employ other similar contractors to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest. The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY. The Parties agree that the COUNTY is not obligated to execute any Task Order for any specific project or part thereof.

5. DEFINITIONS.

5.1. Change Order. A document issued by the COUNTY to the CONTRACTOR

that describes modifications and/or for revisions to the scope of services, to the schedule for deliverables, and/or to changes in compensation. All Change Orders are subject to the terms and conditions of this Contract.

5.2. Construction Manager. A licensed general contractor or a licensed building contractor, as defined in Section 489.105, Florida Statutes, as may be amended, who coordinates and supervises a construction project from the conceptual development stage through final construction, including the scheduling, selection, contracting with, and directing of specialty trade contractors, and the value engineering of a project.

5.3. Construction Team. The Contractor, the County and the Architect/Engineer, called the "Construction Team", shall work jointly through final construction completion and shall be available thereafter should additional services be required. The Architect/Engineer will provide leadership on design-related matters, and the Contractor shall provide leadership to the Construction Team on all matters relating to construction. The specific representatives of the Construction Team will be finalized with each Task Order authorized by the County.

5.4. Continuing Contract. As defined by Section 255.103, Florida Statutes, as may be amended, means a contract with a construction management entity or program management entity for work during a defined period on construction projects described by type which may or may not be identified at the time of entering into the contract. Pursuant to Section 255.103(4), Florida Statutes, as may be amended, the COUNTY’s authority includes entering into a continuing contract for construction projects in which the estimated construction cost of each individual project under the contract does not exceed $4 million.

The services for Projects under this Contract will be contracted for through Task Orders, negotiated between the parties to this Contract, upon the issuance of associated Notices to Proceed. The work required by such Task Orders will be subject to the terms and conditions of this Contract.

5.5. Contract Documents. The Contract Documents shall be used to govern this Contract. Contract Documents consist of this Contract with attachments, Task Orders,

FEMA, ARPA, and other Federal or State regulations contract clauses (as may be applicable to a specific Task Order as referenced in the Task Order), General Conditions, attached and incorporated herein as Attachment A, Requests for Information (R.F.I.), Drawings and Specifications, Guaranteed Maximum Price, (G.M.P.), any conditions of the Task Order (general, special, supplementary, etc.), permit conditions, grant funding requirements (if any), addenda, change orders, amendments, contract renewals, and other documents that are or may be agreed to by the Parties. The Contract Documents referenced in this section are incorporated into this Contract by this reference. Unless stated otherwise by the COUNTY, in the case of any conflict between the Contract Documents, the order of precedence shall be as follows (as applicable): (1) Change Orders; (2) Task Orders; (3) Amendments (with those of later date having precedence over those of earlier date); (4) this Contract (COUNTY-CONTRACTOR Contract); (5) Specifications; (6) Drawings; (7) General Conditions; (8) the COUNTY's Request for Qualifications, including any attachments and addenda; (9) the CONTRACTOR's submission; (10) any applicable bonds; (11) certificate(s) of insurance; and, (12) any other associated documents, whether or not any of the foregoing listed documents have been attached hereto.

5.6. COUNTY. Brevard County, Florida. For the purposes of this Contract, the COUNTY may also include the Project Director and Construction Coordinator with regard to the performance of designated functions and duties specified for each under the terms and provisions of this contract. All communications directed to the COUNTY shall be directed to the Project Director and Construction Coordinator.

5.7. Date of Execution. This Contract's date of execution, and the effective date of the Contract, is the date upon which it is fully executed/signed by both Parties.

5.8 Guaranteed Maximum Price (G.M.P.). The G.M.P. for each Project shall include the cost of the Work required by the Task Order and Contract Documents, and the CONTRACTOR'S construction manager fee. The G.M.P. will be negotiated based on Contract Documents, Plans and Specifications for each Project. The G.M.P. may include

the cost for COUNTY direct purchases; however, all COUNTY direct purchases plus applicable sales tax will be deducted via Change Orders in accordance with the COUNTY's Direct Purchasing Procedure, which is included in Attachment A. All costs in excess of the final approved G.M.P. (as adjusted by COUNTY direct purchases, if any), are the responsibility of the CONTRACTOR. Any savings between the G.M.P. (as adjusted for COUNTY direct purchases) and the sum of the actual cost of the Project will be returned to the COUNTY.

5.9. Project. A Project is the total work to be performed as authorized by a Task Order under this Contract. A Project may consist of planning, design review, permitting, construction (which includes all labor, equipment, material and supervision) and code inspection necessary to build/construct and complete the Scope of Work identified in each Task Order (Scope of Work).

5.10. Purchase Order. The COUNTY's document used to authorize a purchase transaction with a contractor, generally used for one-time purchases or open framework purchase orders, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date or performance, transportation, and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document in SAP. For purposes of this Contract, except for the purchase order issued in SAP for this Contract, or any internal encumbrance documents issued in SAP, all other purchase orders issued under this Contract shall be governed by the terms for Task Orders in this Contract.

5.11 Public Construction Bond. A Public Construction Bond will be provided to the COUNTY by the CONTRACTOR for each Project which exceeds $100,000 in construction cost. Insurance must be provided to the COUNTY by the CONTRACTOR for each Project as specified in the Task Order.

5.12. Scope of Work. A general description of the Work to be provided built/constructed/installed under this Contract per authorized Task Order.

5.13. Task Order. A document issued, pursuant to this Contract, by the

COUNTY to the CONTRACTOR that describes a finite amount of work for a finite payment. For this Contract, whether described as a Task Order or Purchase Order, all such Orders shall be treated as Task Orders and subject to the provisions in this Contract relating to Task Orders.

5.14. Work. A general term for the goods and/or services provided by the CONTRACTOR under this Contract.

5.15. Work Product. A term for all material, which may be copyrighted or trademarked, with the prior written consent of the COUNTY, which CONTRACTOR creates for COUNTY under a Task Order as a Task Order deliverable and including, but not limited to, reports, tracing, plans, specifications, data, maps, contract documents, drawings, writings, surveys, photographs, video, and other products created in the process of creating the Task Order deliverables. As a Task Order deliverable, work product is to be provided to the COUNTY for its use and, unless the work product, or a portion thereof, is copyrighted or trademarked with the prior written consent of the COUNTY, it shall become the property of the COUNTY.

6. SCOPE OF SERVICES.

6.1. The scope of services consists of Construction Manager (At Risk) services. Services to be provided may include pre-construction and/or construction phase services using the Construction Management (At Risk) Method. Projects may include new construction or renovations of County-owned facilities including jails, courthouses, libraries, parks, fire stations, office space, etc.

6.2. The CONTRACTOR understands and acknowledges that, unless otherwise stated, **TIME IS OF THE ESSENCE** for the Work required under this Contract and associated Task Orders.

7. STANDARD OF CARE REQUIRED FOR SERVICES.

7.1. CONTRACTOR agrees to perform services associated with the requested work in accordance with this Contract and applicable executed Task Order(s), in a manner consistent with the professional skill and degree of care and diligence ordinarily provided

by other similar professionals in the same or similar locality under the same or similar circumstances and as further set forth herein.

7.2. CONTRACTOR further agrees that the standard of care required of CONTRACTOR to provide the services under this Contract includes the following, and the CONTRACTOR shall:

7.2.1. The CONTRACTOR agrees to furnish its best skill and judgement and to cooperate with the Architect/Engineer, where applicable, in furthering the interest of the COUNTY. The CONTRACTOR agrees to furnish efficient business administration and supervision and to use its best efforts to complete the Project(s) in an expeditious and economical manner consistent with the interests of the COUNTY.

7.2.2 The Construction Team: The CONTRACTOR, the COUNTY and the Architect/Engineer (the "Construction Team") will work as a team through construction completion. The CONTRACTOR shall provide leadership to the Construction Team on all matters relating to construction. The Architect/Engineer will provide leadership to the Construction Team on all matters relating to design.

Ensure the adequacy of work provided under this Contract with appropriate due diligence and a reasonable standard of care in a manner that adequately captures scope, complexity and design constraints. This includes, but is not limited to, environmental, geotechnical, architectural, landscape architecture, and surveying professional services and appropriate site visits.

7.2.3. Correct any errors and omissions, and prepare any necessary plan revisions not involving a change in the scope of the work required, that may be required because work was determined by the County to be unsatisfactory, substandard, defective and/or not otherwise not in compliance with the standard of care as set forth in this Contract at no additional cost. Any person or entity may bring concerns about the work to the attention of the COUNTY for its review and determination. This remedy shall be cumulative to all other remedies available under law.

7.2.4. Be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this Contract. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services.

7.2.5. Be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel necessary to maintain an adequate staff of experienced and qualified personnel licensed in the State of Florida to perform all services contemplated by this Contract. The CONTRACTOR shall not be allowed to substitute project team members named in its response, during the course of the Contract, without prior written permission of the COUNTY.

7.2.6. Comply with federal, state and local laws, codes and ordinances applicable to the work. Failure or inability on the part of CONTRACTOR to have complete knowledge and intent to comply with such law, rules, and regulations shall not relieve CONTRACTOR from its obligation to completely perform any task assigned pursuant to this Contract.

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

7.2.8. Cooperate and coordinate with other COUNTY contractors, as specified in the Task Order.

7.2.9. Exercise an appropriate Quality Control Program to provide adequate oversight and supervision over all of CONTRACTOR’s sub-contractors.

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

7.2.11. Submit all design computations, sketches and other data representative of the work's progress for the County's review as specified in the applicable Task Order. Submit the final work upon incorporation of any modifications requested by the COUNTY during any previous review, for the County's review. Any COUNTY approval of the CONTRACTOR'S plans, design, or specifications shall not be deemed to diminish or waive the standard of care or skill required of the CONTRACTOR.

7.2.12. Confer with COUNTY during the further development and implementation of improvements for which the CONTRACTOR has provided design or other services.

7.2.13. Interpret plans and other documents.

7.2.14. Meet project deliverable dates established in each individual Task Order.

7.2.15. Prior to final approval of the work by COUNTY, conduct and complete a preliminary check of any construction or other documents through any review committee, third party contractor or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from COUNTY or any other agency shall not be deemed to diminish or discharge the standard of care or warranty of CONTRACTOR as provided for in this Contract.

8. QUALITY CONTROL.

8.1. The CONTRACTOR agrees to a high level of quality control and accuracy in keeping with its standard of care. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or data analysis is later found to be accurate and reasonable, the CONTRACTOR shall be compensated for the additional work in accordance the Contractor's hourly rate for staff performing the work and providing verifiable documentation.

8.2. The CONTRACTOR acknowledges that the COUNTY will periodically evaluate the CONTRACTOR'S performance and that the evaluation will be used by the

COUNTY in determining the CONTRACTOR'S qualifications for future contracts with the COUNTY.

9. USE OF TASK ORDERS.

9.1. Generally. All services or work provided by the CONTRACTOR for COUNTY shall be identified in written Task Orders and performed to the current professional standards of the applicable discipline and as further set forth in the standard of care section. Task Orders shall entail a description of services to be performed, a statement of fees and/or the Guaranteed Maximum Price (G.M.P), Project Conditions, and a Project schedule . Upon request by the COUNTY, the CONTRACTOR shall also provide a work effort, cost schedule, and/or subcontractor proposals. The COUNTY's procedures for the direct purchases of selected materials so that the COUNTY may take advantage of its tax-exempt status will be included in the Task Order, as applicable.

9.2. Effective. A Task Order shall not give rise to any contractual rights until both Parties have caused the Task Order to be executed by their duly authorized representatives and a written Notice to Proceed for the respective Task Order is issued by the COUNTY. The CONTRACTOR shall commence work as indicated in the written Notice to Proceed issued by the COUNTY subsequent to the execution of a Task Order. The CONTRACTOR shall complete the work in accordance with the executed Task Order. **The CONTRACTOR acknowledges that time is of the essence for all work performed under this Contract**. All written Notices to Proceed and executed Task Orders are incorporated to this Contract by this reference and shall constitute a contract addendum to this Contract.

The CONTRACTOR will provide the COUNTY with a written list of the names, company/corporate titles, business addresses and business telephone number(s) of those officers, agents or employees of the CONTRACTOR authorized to execute Task Orders, issued under this Contract, on its behalf. This list shall be signed by the officer or agent executing this Contract on behalf of the CONTRACTOR and shall be submitted with this executed Contract. Any changes, deletions or additions to this list of authorized signatories to Task Orders shall be submitted in writing to the County by the officer or

agent executing the Contract upon the CONTRACTOR becoming aware of the need for such change.

9.3. Order of Work. The COUNTY shall identify which units or sections of the work on which CONTRACTOR shall proceed and in what order. If the CONTRACTOR maintains that a Task Order requires a change in schedule that does not impact the scheduled completion date, a revised schedule shall be submitted in writing for COUNTY consideration, and commencement of any such schedule revision is contingent on approval by the COUNTY.

In the event CONTRACTOR experiences any delay in completing the Task Order resulting from circumstances beyond its control, the CONTRACTOR shall provide immediate notice in writing to the COUNTY for consideration if additional compensation and/or time is requested by the CONTRACTOR. The CONTRACTOR waives any right to make a claim based upon a delay if such written notice was not provided.

A request for time extension shall include a detailed justification for the delay along with an updated project completion schedule. Upon receipt of the request for a time extension, the COUNTY shall review the justification and may request additional information as needed to consider the time extension request. Furthermore, some Projects, such as Federal-aid eligible projects, may require additional approvals which will be coordinated by the COUNTY.

Time extensions are granted at the discretion of the COUNTY.

9.4. COUNTY Assistance. Where appropriate, the COUNTY shall make COUNTY personnel with knowledge of the operation of the COUNTY as it relates to the Task Order available to assist CONTRACTOR. The COUNTY shall make its facilities accessible to the CONTRACTOR, where feasible, and as required for CONTRACTOR's performance of services under this Contract. In those instances where the CONTRACTOR may deem it necessary to obtain access or entry upon privately owned property in its performance of the Contract, the CONTRACTOR may request assistance from the COUNTY in facilitating such access. The COUNTY shall assist as is feasible.

9.5 Change Order

9.5.1. A Change Order shall be required to process modifications to the Task Order for revisions to the scope of services, time revisions, and/ or changes in compensation. The Parties agree COUNTY may modify the scope of a project in a Task Order as the COUNTY deems appropriate, including a commensurate increase or decrease in the fee.

All Change Orders must be in writing and approved by both Parties. A Change Order shall not give rise to any contractual rights until both Parties have caused the Change Order to be executed by their duly authorized representatives.

10. FORCE MAJEURE

10.1. The CONTRACTOR shall not be liable for its failure to perform hereunder if its performance is rendered impossible or delayed by any unforeseen act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such unforeseen acts, events or conditions shall include, but not be limited to, the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to the improper conduct of the CONTRACTOR, or any of its agents or employees; pandemics or quarantines. Notwithstanding anything in this Contract to the contrary, the term “Force Majeure” does not include and the CONTRACTOR shall not be excused from performance under this Contract for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder. The COUNTY will not grant any extensions of time for circumstances that existed or that the CONTRACTOR knew of or should have known about at the time of this Contract was executed or any associated task order, change order, addendum, etc. was entered into by the parties or Notice to Proceed was issued by the COUNTY.

10.2. The failure to perform must occur directly, exclusively and contemporaneously with the Force Majeure event. Should the CONTRACTOR be

obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the CONTRACTOR and not due to its own fault and neglect, CONTRACTOR shall, within 10 hours of the time the delay becomes apparent, notify the COUNTY of such delay in writing stating the cause or causes thereof, failing which the CONTRACTOR shall waive any right the CONTRACTOR may have to request a reasonable extension of time to complete the work required by the Task Order. Such reasonable extensions of time to complete the Task Order shall be the sole remedy of the CONTRACTOR for such delays, and the CONTRACTOR will not be entitled to any damages or any claim for extra compensation.

11. COMPENSATION AND REIMBURSABLE COSTS.

11.1. GENERAL. As consideration for providing services, the COUNTY agrees to pay, and CONTRACTOR agrees to accept, a fee for services. The fee for services for the applicable Task Order is the only compensation to which CONTRACTOR is entitled, unless pre-approved reimbursable costs are listed in the Task Order. The CONTRACTOR shall include in the fee for services all office overhead, employee benefits, normal business travel, and other support for overhead services required for performance of any and all duties or obligations described in the applicable Task Order.

11.2. Fee for Services.

11.2.1. Guaranteed Maximum Price. At the option of the COUNTY, the Parties may mutually agree upon a Guaranteed Maximum Price (G.M.P.) for a Project. The G.M.P. shall include the Cost of the Work required by the Contract Documents, and the CONTRACTOR's construction manager's fee. The G.M.P. will be negotiated based on Contract Documents, Plans & Specifications for each proposed Project provided by the COUNTY.

11.3. Reimbursable Expenses or Costs. CONTRACTOR shall be compensated for certain work-related expenditures NOT covered by the fee for service only if the CONTRACTOR has obtained written pre-approval from the COUNTY prior to incurring the expense. If an expense is not pre-approved by the COUNTY, the CONTRACTOR will not be entitled to be compensated by the COUNTY for such expense. When requesting

COUNTY pre-approval for an expense, CONTRACTOR must provide a written justification for the expenses accompanied by copies of invoices, receipts, requisitions, and/or estimates (if actual expense cannot be provided until actual cost is incurred) to document the need for the expense. COUNTY, upon receipt of satisfactory documentation, will provide CONTRACTOR with its written decision on approval or rejection of said expenses. CONTRACTOR must submit the final receipts, invoices, and any other necessary back-up documentation requested by the COUNTY, for expenses incurred in order to be reimbursed by the COUNTY. The COUNTY will reimburse CONTRACTOR for pre-approved expenses at actual cost(s) (no markup or percentage increase will be paid by the COUNTY). Types of reimbursable expenses may include:

11.3.1. Documents and Incidentals. Expenses for document reproduction or other incidental expenses. These expenses shall be reimbursed on a direct cost basis to cover labor and expenses.

11.3.2. Contractual Costs. Subcontractors shall be reimbursed at the expense of such cost. Requests for copies of invoices, receipts must accompany reimbursement of Contractual Costs, purchase requisitions, etc. to document the charges.

11.3.3. Equipment Costs. Equipment shall be reimbursed at the cost of rental or purchase cost. Equipment purchased is the property of the COUNTY and must be returned upon the completion of the related Task or Purchase Order.

11.3.4. Travel Costs. The Parties agree that travel costs for normal business travel necessary under the performance of this Contract is included in the CONTRACTOR’s hourly fee. COUNTY, in its sole discretion, may approve a CONTRACTOR’s request for reimbursement for special travel required under extenuating circumstances as part of a Task Order. If approved, such travel shall be reimbursed at the same rate as for COUNTY employees in accordance with the most current version of County Administrative Order AO-21, entitled "Travel", (issued by the County Manager of Brevard County, copy available upon request) which administrative order is incorporated to this Contract by this reference, and

Section 112.061, Florida Statutes. All CONTRACTOR requests for special travel must be documented on a State of Florida Travel Voucher with appropriate receipts. Without prior written approval, COUNTY is not responsible for reimbursing CONTRACTOR for said travel.

11.3.5. Permits, Licenses and Fees. Generally, unless specifically authorized, permits, fees and licenses necessary for performance of work pursuant to this Contract will not be waived by COUNTY, and CONTRACTOR shall be responsible for obtaining, and shall pay for their own professional permits, fees, and licenses, as required. If authorized, and not treated as a reimbursable cost, the COUNTY shall pay directly to the governing authority, the cost of permits, fees, and/or licenses required for completion of the scope of services for a particular Task Order.

11.3.6. Other miscellaneous expenses previously authorized in writing by the COUNTY.

12. BILLING, PAYMENT AND PARTIAL PAYMENTS

12.1. General. COUNTY will make payment to CONTRACTOR through County Finance according to Brevard County Administrative Order AO-33 (issued by the County Manager of Brevard County, copy available upon request) and Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, including provision of an IRS Form W-9. CONTRACTOR payments are subject to COUNTY's right to withhold any amounts reasonably necessary to complete or correct substandard work or work not in compliance with the terms of this Contract. The COUNTY will not honor any claim for services rendered by CONTRACTOR that is not specifically provided for in this Contract or a Task Order under this Contract.

12.2. Process for Payment of Invoices.

12.2.1. CONTRACTOR shall submit invoices for payment to COUNTY on a monthly basis. The CONTRACTOR's request for payment shall be in the form and in the manner, required by the COUNTY, and shall relate to work performed since

the last invoiced work. The COUNTY may require supplemental and accompanying data to support CONTRACTOR's request for payment.

12.2.2. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONTRACTOR. Each invoice shall include only authorized work and must reference the particular Task Order that authorized the services performed. The CONTRACTOR shall include with its invoice, copies of all invoices paid by the CONTRACTOR for expenses.

13. OWNERSHIP AND REUSE OF WORK PRODUCT.

13.1. The COUNTY agrees to furnish to CONTRACTOR, upon request, for inspection and copying, any known documents or data available in the COUNTY's files pertaining to the work to be performed under this Contract which may be reasonably required by CONTRACTOR to be performed under this Contract. To the extent COUNTY provides such documents or data to CONTRACTOR for CONTRACTOR's use in a project, COUNTY agrees to obtain, or cause to be obtained, any releases, permits or authorization necessary for the use of the documents or data. The COUNTY agrees to hold CONTRACTOR harmless for any claims arising with respect to COUNTY's releases, permits or authorization for the use of the documents.

13.2. To the extent CONTRACTOR provides Work Product that CONTRACTOR did not create to COUNTY for the COUNTY's use, CONTRACTOR agrees to obtain, or cause to be obtained, any releases, permits or authorizations necessary for the use of the Work Product by COUNTY to the same extent that CONTRACTOR is required to provide COUNTY in Sections 13.3 and 13.4 below. CONTRACTOR agrees to indemnify and be responsible for any claims arising with respect to such use of Work Product provided by CONTRACTOR in accordance with Section 25 below. CONTRACTOR agrees that in any proposal for a Task Order to use Work Product it did not create, the CONTRACTOR has factored all costs of the use of such Work Product into its proposal and that no additional compensation is owed by COUNTY.

13.3. To the extent CONTRACTOR creates Work Product under this Contract for COUNTY, then to the extent permissible under the law, the Parties agree the Work Product is specially ordered or commissioned as a “work for hire” under 17 United States Code section 101. The CONTRACTOR agrees that COUNTY is the exclusive owner of all Work Product created under this sub-section, without restrictions or limitations upon its use. When each individual section of work requested pursuant to this sub-section is complete, all of the work products shall be delivered to the COUNTY for its use. There shall be no additional compensation for the rights and property granted under this paragraph.

13.4. To the extent CONTRACTOR creates Work Product for COUNTY that falls outside the definition of a “work for hire” under 17 United States Code section 101, by this paragraph, CONTRACTOR grants to COUNTY a royalty-free, world-wide, nonexclusive, irrevocable, unlimited license right in the Work Product created by CONTRACTOR for COUNTY pursuant to the Contract, without restrictions, additional costs, or limitations upon its use. Such license includes an express right for the COUNTY to further sub-license the Work Product, and to create derivative works, without restriction.

13.5. To the extent CONTRACTOR creates Work Product for COUNTY that depends upon original notes, working documents, design calculations, computations and plans, COUNTY shall be entitled to a copy of such materials, without cost, upon request, and further provided said materials shall not be destroyed without the prior written approval of COUNTY.

13.6. For Work Product CONTRACTOR provides to COUNTY where a photograph or video of a person with an identifiable face appears, CONTRACTOR will provide COUNTY with a standard commercial use modeling release, in writing (a sample model release is attached as Attachment C). Faces which are blurred to be unrecognizable do not require such a modeling release. The release will include the model’s name, age, and date of birth.

13.7. Reuse of Work Products.

13.7.1. CONTRACTOR may not reuse plans, specifications, or reports specifically developed by CONTRACTOR for COUNTY without express written permission from COUNTY.

13.7.2. In accordance with Section 287.055(10), Florida Statutes, and Sub-section 13.3 of this Contract, the COUNTY may reuse any plans, specifications, or reports provided under this Contract, subject to any conditions in the Task Order.

14. FEDERAL CONTRACT PROVISIONS.

14.1. Task Orders may be issued under this Contract which will involve funding, for the work provided for under the Task Order, to be compensated or reimbursed (to the COUNTY) by funds authorized through FEMA and/or ARPA, or other federal regulations. In such case, the Task Order will specifically note the source of any such funds and set forth the additional contract clauses with which the CONTRACTOR is required to comply with in performing the work. The additional clauses required for FEMA and/or ARPA funding/reimbursement are attached as Attachment B. Additional contract clauses may be attached to Task Orders, as needed.

14.2. The special clauses of either FEMA and/or ARPA set forth in Attachment B, respectively, control over any conflicting clauses otherwise set forth in the Contract.

15. AUDIT RIGHTS AND PUBLIC RECORDS.

15.1. In performance of this Contract, CONTRACTOR shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by CONTRACTOR in conjunction with this Contract, and the performance of this Contract, shall be open to inspection during regular business hours by an authorized representative of COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONTRACTOR’s records related to this Contract at any time during the performance of this Contract and for a period of five years after final payment is made, or otherwise required by law.

15.2. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY 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, and shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from Section 24(a) of Article 1 of the State Constitution and Chapter 119, Florida Statutes. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

15.3. All records or documents created by the COUNTY or CONTRACTOR in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. It is CONTRACTOR's duty to identify any information in records created by CONTRACTOR which it deems is exempt or confidential from public records laws under Florida or federal law and identify the statute number which requires the information be held exempt. All records stored electronically by the CONTRACTOR must be provided to COUNTY in a format compatible with the information technology systems of COUNTY.

15.4. CONTRACTOR shall ensure that public records which 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 and following termination of the Contract if the CONTRACTOR does not transfer the records to COUNTY.

15.5. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to COUNTY. If COUNTY does not possess the requested records, COUNTY shall immediately notify the CONTRACTOR of the request and if CONTRACTOR possesses the records,

CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so COUNTY can comply with the requirements of Section 119.07, Florida Statutes. The CONTRACTOR may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47 (issued by the County Manager of Brevard County, copy is available upon request), incorporated herein by this reference.

15.6. If CONTRACTOR possesses the records, but fails to provide the requested public records to COUNTY within a reasonable time, pursuant to Sections 119.0701 and 119.10, Florida Statutes, the CONTRACTOR may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The CONTRACTOR's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

15.7. Should COUNTY face any legal action to enforce inspection or production of the records within CONTRACTOR's possession and control, CONTRACTOR agrees to indemnify COUNTY for all damages and expenses, including attorney's fees and costs. CONTRACTOR shall hire and compensate attorney(s) to represent CONTRACTOR and COUNTY in defending such action. CONTRACTOR shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ROBERT HENDRICKS, 2725 JUDGE FRAN JAMIESON WAY, ROOM A-201, VIERA, FL 32940, 321-617-7202, ROBERT.HENDRICKS@BREVARDFL.GOV.

16. INDEPENDENT CONTRACTOR.

The COUNTY contracts for the services of the CONTRACTOR as an independent contractor, and not as an employee. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third party. As an independent contractor, CONTRACTOR is not entitled to any of the rights, privileges or benefits of COUNTY employees.

17. EQUAL OPPORTUNITY EMPLOYMENT.

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. UNAUTHORIZED ALIEN WORKERS AND EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

18.1. Unauthorized Alien Workers. The COUNTY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code Section 1324 (a) of the Federal Immigration and Nationality Act. The COUNTY shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

18.2. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired

by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. All contractors shall meet this requirement unless they are a sole proprietor who does not hire employees and therefore is not required to file a Department of Homeland Security Form I-9 or the Contract is being executed with a company based outside of the United States of America and does not have a corporation or office within the United States of America and does not employ United States of America citizens.

18.3. Upon request, the CONTRACTOR agrees to provide a copy of the E-Verify Memorandum of Understanding signed by CONTRACTOR and the Department of Homeland Security.

18.4. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.

18.5. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

18.6. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

18.7. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

19. SUBCONTRACTING.

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the prior written approval of the COUNTY, including a change of sub-contractor. When applicable, the CONTRACTOR shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in the Task Order. The CONTRACTOR shall remain, at all times, liable for the proper performance and completion of all work and other services required under this Contract, including supervision and administration of all such sub-contracted personnel, firms and companies, and including any errors or omissions by said sub-contractors. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services performed by subcontractor.

20. ASSIGNMENT.

The COUNTY and CONTRACTOR each bind its respective entity, and its successors, legal representatives, and assigns, to the other Party to this Contract, and to the partners, successors, legal representatives, and assigns of such other Party, and in respect to all covenants of this Contract. Neither Party shall assign or transfer their interest in this Contract without the prior written consent of the other Party. In the event that the CONTRACTOR changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

21. CONFLICTS OF INTEREST.

21.1. No officers, members or employees of COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

21.2. A conflict of interest is any situation in which the CONTRACTOR, its employees or subcontractors, are in a position to exploit their professional relationship with COUNTY in any way for their personal or corporate benefit. The CONTRACTOR is specifically aware of, and concurs with, the public need for COUNTY to prohibit any potential conflicts of interest that may arise as a result of execution of this Contract. CONTRACTOR covenants that it has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform professional services which could in any way present the reasonable possibility of an actual conflict of interest with COUNTY. The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR shall employ no person having any such interest. CONTRACTOR shall disclose in writing to COUNTY any conflict of interest affecting CONTRACTOR's services to COUNTY as soon as it becomes aware of the conflict.

22. COVENANT AGAINST CONTINGENT FEES.

As required by Section 287.055(6), Florida Statutes, the CONTRACTOR warrants that he or she 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 Contract and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For any breach or violation of this provision, the COUNTY shall have the right, but not the duty, to terminate this Contract, without liability, and, at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

23. PUBLIC ENTITY CRIMES.

23.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

23.2. CONTRACTOR shall provide a fully executed Public Entity Crimes Affidavit in accordance with Section 287.133, Florida Statutes, which when completed, is attached and incorporated to this Contract as Attachment D.

24. SCRUTINIZED COMPANIES LIST.

24.1. CONTRACTOR shall provide a fully executed Scrutinized Companies that Boycott Israel List Affidavit in accordance with Section 287.135, Florida Statutes, which is attached and incorporated to this Contract as Attachment E.

24.2. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

24.3. If this Contract is for more than one million dollars, the CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

24.4. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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 Contract.

24.5. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

24.6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

25. INDEMNIFICATION AND INSURANCE.

25.1. CONTRACTOR shall hold COUNTY harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (including but not limited to loss of use of any property or assets resulting therefrom), fines, penalties, schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which COUNTY is contracting hereunder, to the extent caused by the negligent, reckless, or intentional wrongful conduct, acts, or omissions of CONTRACTOR, or any of its agents or employees, including subcontractors. Such acts or omissions by CONTRACTOR include, but are not limited to, any errors or omissions in the CONTRACTOR'S services, including, but not limited to, design services.

25.2. The CONTRACTOR agrees to fully indemnify COUNTY and pay the cost of COUNTY's legal defenses, including reasonable fees of attorneys as may be selected by COUNTY, for all claims described in the hold harmless clause above and shall defend,

satisfy, and pay any judgments which may be rendered against the County in connection with the above hold harmless agreement. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the Parties hereto that specific consideration has been received by the CONTRACTOR under this Contract for this hold harmless/indemnification provision.

25.3. Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

25.4. Any additional hold harmless and/or indemnity requirement will be dictated by the specific work, goods, products or services provided under the subject/specific Task Order and addressed in the Task Order.

25.5 Loss deductible – The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy, except for Builder's Risk if provided for elsewhere herein. The payment of the deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

25.6. PURSUANT TO SECTIONS 558.002 AND 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN EMPLOYEE OR AN AGENT OF CONTRACTOR MAY NOT BE HELD INDIVIDUALLY

LIABLE FOR NEGLIGENCE IF CONTRACTOR MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED BELOW AND THE DAMAGES ARE SOLELY ECONOMIC IN NATURE AND DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

25.7. CONTRACTOR shall procure and maintain, at their own expense and without cost to COUNTY, the following types of insurance described below. CONTRACTOR shall be liable and responsible for errors and omissions in the performance of any and all Contract responsibilities and shall carry professional liability insurance and indemnify the COUNTY against errors and omissions as specified herein below. The CONTRACTOR acknowledges that the COUNTY may require additional levels and/or types of insurance, as referenced in Subsection 25.8 below, be procured and maintained based on the specific work identified in a Task Order. The CONTRACTOR shall show proof that such increased coverage(s) have been procured and are in place in accordance with this Section.

- General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this Contract, “X-C-U” hazards, and Errors & Omissions.
- Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a $1,000,000 combined single limit for each occurrence.
- Workers’ Compensation and Employer’s Liability Insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen’s and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes, or proof of exemption.

25.8. CONTRACTOR shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five (5) working days (Monday through Friday) of the CONTRACTOR'S execution of this Contract. CONTRACTOR shall provide any additional or specific Certificates of Insurance and applicable endorsement pages for any additional insurance requirements set forth for a given Project as provided for in the Task Order within five (5) working days of the issuance of the Notice to Proceed by the COUNTY. No work shall begin under this Contract and/or Task Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.

Additional insurance policies covering specific risks of loss including, but not limited to, Professional Liability, Builders Risk, Crane and Rigging, Pollution, etc., may be required by County Risk Management. Any specialty insurance coverage requirement will be dictated by the specific work, goods, products or services provided under the subject/specific Task Order and addressed in the Task Order.

25.9 Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard County as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without the insurer providing thirty (30) days prior written notice to the COUNTY.

25.10. The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of CONTRACTOR under the terms of the Contract. Subcontractor's insurance shall be the responsibility of CONTRACTOR.

25.11 The CONTRACTOR shall maintain the insurance coverage in compliance with Paragraphs 25.1 through 25.10, above, throughout the term of this Contract (which

includes any Task Order surviving the expiration of the Contract as set forth in paragraph 3). The CONTRACTOR shall maintain any additional insurance coverage required under a specific Task Order throughout the term of the Task Order, until the work required under the Task Order is completed or as otherwise required under the terms of the Task Order, whichever time period is longer. The Contractor shall be responsible for requiring each subcontractor, vendor or supplier to comply with these insurance requirements when applicable.

26. DISPUTE RESOLUTION.

26.1. If COUNTY objects to all or any portion of an invoice, COUNTY shall so notify CONTRACTOR, and indicate in writing what corrective action is required of CONTRACTOR. If a dispute over an invoice occurs, the Parties will work to resolve the dispute in accordance with Brevard County Administrative Order AO-33 (issued by the County Manager of Brevard County, copy available upon request) and Section 218.76, Florida Statutes.

26.2. To the extent the COUNTY requests CONTRACTOR to perform services that the CONTRACTOR believes are not described in the Task Order, or with respect to which there is a disagreement between the Parties as to whether or not the services are already required by a particular Task Order, then CONTRACTOR shall provide written notice to COUNTY of the issue(s), and that CONTRACTOR will follow COUNTY's written directive provided it is without prejudice to CONTRACTOR's right to seek additional compensation from COUNTY. CONTRACTOR shall only provide such service upon receipt of a written COUNTY directive/Notice to Proceed to explicitly perform such service. The COUNTY's delivery of such written directive/Notice to Proceed following CONTRACTOR's notification shall be without prejudice to COUNTY's right to maintain that such services do not constitute the basis for additional compensation under the applicable Task Order.

26.3. Waiver. The waiver by either Party of the other Party's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the other

Party under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

27. TERMINATION OF CONTRACT.

27.1. Termination for Convenience.

27.1.1. Termination for Convenience by the COUNTY. The COUNTY may terminate this Contract for convenience by giving the CONTRACTOR fourteen (14) calendar days written notice of such termination. If written notice is given by mail, receipt shall be presumed, and the fourteen (14) days shall begin to run, seven (7) calendar days after the date of mailing as dated on the notice. If written notice is provided in-person, the fourteen (14) days shall begin the calendar day after the delivery of the notice. The CONTRACTOR shall stop work immediately unless the COUNTY provides the CONTRACTOR written direction otherwise in the notice.

27.1.2. Termination for Convenience by the CONTRACTOR. The CONTRACTOR may terminate this Contract for convenience by giving the COUNTY sixty (60) calendar days written notice of such termination. If written notice is given by mail receipt shall be presumed, and the sixty (60) days shall begin to run, seven (7) calendar days after the date of mailing as dated on the notice. If written notice is provided in-person, the sixty (60) days shall begin the calendar day after the delivery of the notice. The CONTRACTOR must provide the COUNTY with all records and documentation of all work performed, as of the date of the notice, within 14 calendar days of the notice. The CONTRACTOR will complete the work required by any Task Order for which the work is incomplete as of the date of the notice if so directed by the County in writing and provide such records and documentation of such work upon completion.

27.2. Termination for Failure to Perform. If the CONTRACTOR is failing to perform, the COUNTY will issue a notice of failure to perform to the CONTRACTOR listing the Task Order(s) for which the COUNTY has determined there is a failure to perform and describe the deficiencies in the CONTRACTOR's work. The Notice shall provide the CONTRACTOR with thirty (30) calendar days from the date the Notice is received in

which to correct such deficiencies described in said notice. If the CONTRACTOR fails to correct such deficiencies to the satisfaction of the COUNTY within the stated time period, then the COUNTY may terminate the Contract, or any associated Task Order(s), immediately by providing written notice to the CONTRACTOR for failure to perform. Upon termination by the County, COUNTY may take over the work and cause it to be performed to completion by contract or otherwise. In such case, the COUNTY reserves all rights and remedies available, including, but not limited to, the right to recover COUNTY's additional cost incurred in securing complete performance. The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. If, after COUNTY's termination of the Contract, or any associated Task Order(s), for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that CONTRACTOR had not failed the contractual obligations, the termination shall be deemed to be a termination for the convenience of COUNTY.

27.3. Upon termination for any reason, the Parties agree that any work satisfactorily completed or services provided by CONTRACTOR prior to the date of termination shall become property of COUNTY. Upon COUNTY request, CONTRACTOR shall deliver to COUNTY Work Product as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.

27.4. Payment on Termination. In the event of termination by COUNTY, the COUNTY's sole obligation to CONTRACTOR shall be payment for those portions of satisfactorily completely performed work previously authorized by approved Task Order. The COUNTY shall not be obligated to pay for any services performed after CONTRACTOR has received the final notice of termination, unless the COUNTY otherwise directs the CONTRACTOR in writing to complete specified elements of the work. Such payment shall be determined on the basis of the hours of work performed by CONTRACTOR, or the percentage or work complete as estimated by CONTRACTOR and agreed upon by COUNTY up to the time of termination. In the event of such termination, COUNTY may, without penalty or other obligation to CONTRACTOR, elect to employ other persons to perform the same or similar services. In the event of deficient professional services, COUNTY shall not pay for the CONTRACTOR for deficient

services; however, if any of the work performed by the CONTRACTOR is used by or useful to any other contractor retained by COUNTY to finish the work, the County will pay the CONTRACTOR for such useful work to the extent that COUNTY does not incur additional costs, or pay twice for the same work, over the work/costs set forth in the canceled Task Order issued to the CONTRACTOR and what the County pays the new contractor.

28. NOTICES AND AUTHORIZED REPRESENTATIVES.

28.1. Authorized Representatives. The Parties agree that in order to facilitate the orderly and efficient implementation of any Task Order, each Party shall appoint an authorized representative(s) for such Party. Each Party specifically acknowledges that such authorized representative has the authority to bind his/her respective entity. The COUNTY's representative shall have the authority to transmit instructions, receive information, and interpret and define the COUNTY's policies and decisions pertinent to the work covered by this Contract as long as such transmissions do not result in an increase in the cost of or time to perform work. The Parties understand and agree that the Board of County Commissioners has delegated authority, per Board policies to issue Task Orders, or approve changes or modifications to this Contract or a Task Order. The CONTRACTOR's representative shall be authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of its performance under this Contract.

28.2. The Parties' designated representatives and their respective addresses for purposes of this Contract are as follows:

COUNTY	**CONTRACTOR**
Contracts Supervisor	Erik B. Costin, Vice President
2725 Judge Fran Jamieson Way, Room A-201	1005 Viera Blvd, Ste 202
Viera, FL 32940	Rockledge, FL 32955
(321) 617-7202	(321) 632-7660

28.3 Either Party will have the right to change its authorized representative(s), or to add representatives, from time to time, throughout the Contract, by giving written notice to the other Party in accordance with the Notice Provisions below.

28.4 Notices. All notices required or permitted under this Contract and any written consents or approvals required shall be in writing and are in effect upon receipt. All notices for legal claims, or termination must be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. Other notices, such as signed notices to proceed, may be transmitted by E-mail to the authorized representative and shall be effective on the date directed in the notice. The addresses set forth in Section 28.2 above for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

29. ATTORNEY'S FEES, GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL.

In the event of any legal action between the Parties arising out of this Contract, each Party shall bear its own attorney's fees and costs. This Contract, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. Venue for any legal action brought by any Party to this Contract to interpret, construe or enforce this Contract shall be in a State court of competent jurisdiction in and for Brevard County, Florida, and the **PARTIES AGREE TO WAIVE A JURY TRIAL AND ANY TRIAL SHALL BE NON-JURY**. CONTRACTOR consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its Florida registered agent. CONTRACTOR expressly waives removal of any claim or action arising under this Contract to federal court. Specific consideration has been given for these waivers.

30. MODIFICATIONS.

The terms of this Contract may be modified upon the mutual agreement of the Parties in writing executed by both Parties with the same formality as herewith.

31. ENTIRETY OF CONTRACT.

Under the terms of this Contract, the Contract Documents of this Contract include this Continuing Professional Services Contract, all Task Orders issued under this Contract, all Notices to Proceed issued under this Contract, all Modifications to this Contract or to any Task Order or Notice to Proceed, all Change Orders, FEMA contract clauses and/or ARPA American Rescue Plan Act contract clauses (as may be applicable to a specific Task Orders as referenced in the Task Order) and any Renewals of the Contract.

This Contract supersedes all prior agreements and negotiations, whether oral or written, respecting such matter.

32. INTERPRETATION.

Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Contract. Consequently, this Contract shall not be more strictly or more harshly construed against either Party as the drafter.

33. SEVERABILITY.

If a court of competent jurisdiction finds any sentence, provision, paragraph, or section, or part thereof, of this Contract void or unenforceable, the remaining parts of this Contract shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this Contract. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

34. FURTHER ASSURANCES.

Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Contract.

35. COUNTERPARTS AND AUTHORITY.

This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

36. NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY; DISPUTE RESOLUTION.

36.1 The COUNTY's liability to CONTRACTOR for any claims arising out of or related to the subject matter of this Contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the COUNTY of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

36.1.1 All claims must be submitted as a Request for Change Order in the manner as provided herein;

36.1.2 If the CONTRACTOR claims that any instructions given to it by the Architect/Engineer or by the COUNTY, by drawings or otherwise, involve extra Work not covered by the Contract and not discoverable with a review of the plans and specifications, then, except in emergencies endangering life or property, CONTRACTOR shall give the Architect/Engineer and the COUNTY written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than twenty (20) calendar days after the receipt of such instructions.

36.1.3 The CONTRACTOR must submit a Notice of Claim to the COUNTY and to the Architect/Engineer within twenty (20) days of when the CONTRACTOR was or should have been aware of the occurrence of the event giving rise to the claim; and

36.1.4 Within ten (10) days of submitting its Notice of Claim, the CONTRACTOR shall submit to the COUNTY its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected. Within thirty (30) days from the Notice of Claim the CONTRACTOR shall submit a detailed schedule impact and detailed cost analysis indicating quantities, unit prices, etc.

establishing the basis for the amount of the claim.

36.1.5 The CONTRACTOR agrees that the COUNTY shall not be liable for any claim that the CONTRACTOR fails to submit as a Request for Change Order as provided in this section.

36.2 After receipt of a Request for Change Order, the COUNTY, in consultation with the Architect/Engineer, shall deliver to the CONTRACTOR its written determination of the claim. As to disputed matters subject to the determination by final COUNTY action (not actions for breach of contract or tort) the COUNTY'S written decision following compliance with the dispute resolution procedure set forth in Sections 36.4 through 36.6 below shall be final COUNTY action.

36.3 For work the CONTRACTOR performs with its own forces, and in addition to the adjustments provided for in the Guaranteed Maximum Price (G.M.P.) of a Task Order, the CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the COUNTY or the Architect/Engineer and claims based on breach of contract or negligence, shall be a claim submitted in compliance with Section 36.1 above, for an extension of the scheduled construction time. In the event of a change in such work that will modify the G.M.P., the CONTRACTOR'S claim for adjustment in contract sum are limited exclusively to its actual costs for such changes, including costs involved in claim preparation, plus five percent (5%) overhead, five percent (5%) profit and a two percent (2%) bond in the General Conditions. The CONTRACTOR expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

36.4 In the event of any dispute over a proposed change order or any other matter arising out of the implementation or interpretation of this contract the following dispute resolution process shall apply.

36.4.1 Within three (3) days after denial of a CONTRACTOR'S Change Order or Contract modification request in an amount, individually or in total, less than the authorized purchasing level approved for the County Manager by the County Commission (currently at $100,000) the CONTRACTOR may submit to the County Manager, or his/her a designee with experience in the oversight of construction projects for a department or business other than the department responsible for monitoring the disputed request, documentation of the CONTRACTOR'S position in the dispute

or disagreement. The County Manager or designee, within five (5) days after the receipt of the CONTRACTOR'S documentation, shall review the request and make a final determination as to whether denial was arbitrary or capricious based upon the sufficiency of the work under the terms of the Contract, applicable regulations and relevant construction standards. Based upon the sufficiency and degree of completion, as well as any defects in the work and the cost/expense reasonably required, if any, to correct or repair defective work, the reviewer shall make the final determination as to whether a written Change Order or Contract modification should be approved by the County Manager.

36.4.2 If the denied request or disputed amount exceeds the County Manager's purchasing authority, the County Manager shall present a report, recommendation and the CONTRACTOR'S claim and documentation, to the County Commission for a final determination within thirty (30) days after receiving the CONTRACTOR'S documentation for the claim. The Commission shall make its decision using the standards specified above.

36.5 Within thirty (30) days after denial of a request for a Change Order or Contract modification by the Project Manager or engineer involving (1) an amount in excess of the County Manager's expenditure authority, or (2) for the amount the CONTRACTOR claims to be due at the time the project is ready for beneficial use or occupation, the COUNTY may, at the COUNTY'S option, in lieu of the procedure specified in Section 36.4, submit the dispute to a mediator with knowledge or experience in construction management, as agreed upon by the parties. Upon referral to a mediator, the COUNTY and CONTRACTOR shall each pay half the estimated cost of the mediator, up front. Within fifteen (15) days after the date of submittal, the mediator, applying the standards set forth in Section 36.4, shall investigate the dispute and submit a written recommendation for disposition of the dispute to the County Manager or a designee with the qualifications specified in Section 36.4. Within fifteen (15) days after receiving the mediator's recommendation, the County Manager shall submit the recommendation to the County Commission, along with a staff report analyzing the dispute and mediator's recommendation. Based on the standards set forth in Section 36.4 above, the Commission shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The Commission's decision will be deemed final action on the disputed claim for the purposes of ripening the decision for judicial review. If the mediator recommends that no Change Order or Contract modification be granted, the CONTRACTOR shall reimburse the COUNTY for any amounts paid by the COUNTY to the mediator. If the mediator

determines that the Change Order is justified, the COUNTY will pay the CONTRACTOR'S cost for the mediator.

36.6 The deadlines for completing the dispute resolution process described in Sections 36.4 and 36.5 may be extended by mutual agreement of the CONTRACTOR and the COUNTY.

37. PUBLIC CONSTRUCTION BOND.

For projects where the cost will exceed $100,000.00, in accordance with the provisions of Section 255.05, Florida Statutes, the CONTRACTOR shall provide to the COUNTY, on a form furnished by the COUNTY, certified copies of the recorded Bond in an amount not less than the total construction cost (G.M.P.) as defined in the associated Task Order and inclusive of the construction fee. *The Public Construction Bond shall be recorded (by the CONTRACTOR) in the official record of the COUNTY in which the project is located*. The CONTRACTOR must provide a copy of the bond(s) to all subcontractors and notify them of deadlines to make claims under the bonds.

Limits shall not be less than one hundred percent of the total construction cost of a project. Such bonds shall remain in effect at least until one year after the date when the final payment is approved. Any bonding company submitting a Bid Bond, Public Construction Bonds, or other form of bond to the COUNTY must be licensed to transact a fidelity and surety business in the State of Florida, and hold a Certificate of Authority from the Secretary of the Treasury under Act of Congress, approved by July 30, 1947 (United States Code 613), and approved by Brevard County. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best Rating of "A-" and financial size V or higher.

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IN WITNESS WHEREOF, on the date last signed below, the Parties have caused this Contract to be executed by their duly authorized representatives.

WITNESS:

BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager
Date: _____
As approved by the Board on 08/30/2022

Reviewed for legal form and content
for Brevard County:
_____
Deputy County Attorney

W & J CONSTRUCTION CORPORATION

By: _____
Erik B. Costin, Vice President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of November, 2022 by Erik B. Costin, Vice President, of W & J CONSTRUCTION CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

SHELLEY D. SUTHERLAND
MY COMMISSION # GG 299884
EXPIRES: June 8, 2023
Bonded Thru Notary Public Underwriters

_____
Notary Public Signature

Shelley Sutherland
Name typed, printed or stamped

My Commission Expires: 06/08/2023

ATTACHMENT A
GENERAL CONDITIONS

ATTACHMENT A
CONSTRUCTION MANAGER (AT RISK)
GENERAL CONDITIONS

ARTICLE 1
THE CONSTRUCTION TEAM

The Contractor accepts the relationship of trust and confidence established between him and the County by this Contract. The Contractor covenants with the County to furnish the best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the County. The Contractor agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the best and soundest way, and in the most expeditious and economical manner consistent with the interest of the County.

1.1 The Construction Team - The Contractor, the County, and the Architect/Engineer, called the "Construction Team", shall work jointly through final construction completion and shall be available thereafter should additional services be required. The Architect/Engineer will provide leadership on design-related matters, and the Contractor shall provide leadership to the Construction Team on all matters relating to construction.

The specific representatives of the Construction Team will be identified in the Task Order.

1.2 Scope of Work – A general description of the Work/Project to be built/constructed/installed as identified in the Task Order.

1.3 Definitions:

Project - The Project is the total work to be performed in the Task Order. Projects may consist of planning, design review, permitting, construction (which includes all labor, equipment, material and supervision) and code inspection necessary to build/construct and complete the Scope of Work.

County - Brevard County, Public Works Department - Facilities, 2725 Judge Fran Jamieson Way, Building A, 2nd Floor, Room 201, Viera, Florida 32940, (321) 617-7202. The County may also include the County Manager or the Project Director with regard to the performance of designated functions and duties specified for each under the terms and provisions of this Contract. All communications directed to the County shall be directed to the Project Director and Construction Coordinator.

Contract Documents – Refer to Section 5 of the COUNTY-CONTRACTOR Contract.

Permitting Authority - All applicable Federal, State, County and local agencies responsible for permitting and code inspections on projects administered by the County.

Construction Manager or Contractor– To be identified in the Task Order.

Architect/Engineer – To be identified in the Task Order.

Project Director - To be identified in the Task Order.

County's Representatives - The Project Director and his/her supervisors and/or designees.

Estimate - The Contractor's latest estimate of probable Project construction cost.

Guaranteed Maximum Price (G.M.P.) - The Guaranteed Maximum Price for the construction of the Project, which shall be subject to adjustments only as provided herein. G.M.P. includes Cost of the Work and Contractor's fee for Construction Phase services. The Guaranteed Maximum Price includes the cost for County direct purchases; however, all County direct purchases and applicable sales tax will be deducted on a monthly basis via change order in accordance with **Attachment "A"** (Direct Purchasing Procedure).

Substantial Completion - The point in the construction where all essential elements of the Project are sufficiently complete in conformance with the Contract Documents, that the County has both the occupancy of the Project, as evidenced by a Certificate of Occupancy issued by the governmental authority with jurisdiction and the beneficial use of the Project for its intended purpose where only minor punch list items are required for final completion. Substantial Completion shall not be deemed to have occurred where 1) latent defects are revealed subsequent to use and occupation of the Project by the County; or 2) where the scope of substantial defects in workmanship or materials are not readily observable or discoverable when use and occupancy of the Project commenced; or 3) the failure to meet grant specifications, if any.

Final Completion – The date noticed by the County, in its sole discretion, upon which all of the following activities have occurred: conditions and requirements of any and all permits and regulatory agencies have been satisfied; and the Work has been fully completed in compliance with the terms and conditions of the Contract Documents.

Drawings and Specifications or Plans and Specifications – The official approved drawings or plans and specifications, or exact reproductions thereof, which show the location, character, dimensions and details of the work to be done for a Project, which are incorporated by reference as part of the Contract

Documents.

Extent of Contract and Recitals - This Contract for Construction Management between the County and the Contractor supersedes any prior negotiations, representations or contracts. The drawings, specifications and other descriptive documents, as identified by index, defining the work to be included under this Contract shall be identified in the applicable Task Order. The Contractor shall obtain from the County signed, sealed and dated drawings, specifications and other documents upon which the G.M.P. is based.

ARTICLE 2
CONTRACTOR'S RESPONSIBILITIES

Contractor shall perform all services described in this Article, as applicable to the Task Order. The services to be provided under Paragraph 2.1 constitute the Pre-Construction Phase services. The services to be provided under Paragraph 2.2 thru 2.9 constitute the Construction Phase services. The necessity of the Pre-Construction Phase services shall be determined by the County per Project.

2.1 PRE-CONSTRUCTION PHASE

2.1.1 Preliminary Evaluation – At the request of the County, Construction Manager may provide a preliminary evaluation of the County's Project.

2.1.2 Consultation - Construction Manager may be required to provide Design Disciplines, Construction Documents, and Plans and Specifications review at all design milestones and a final constructability review. The review at each milestone will identify areas of omission, overlapping and identify documents to be modified in order to clarify the construction details. The review will also include the coordination and interface of the Contract Document's General Conditions, Special Conditions, trade contractor bid packages and site utilization planning during construction. As part of the design review, Construction Manager will provide Value Engineering and construction alternatives, identifying to the County and Architect/Engineer options for systems and components that are cost-effective, efficient, and easy to maintain.

Construction Manager, with Architect/Engineer, will schedule and attend, and will continue to jointly schedule and attend, weekly progress meetings (or as determined by the Project Director or Project Manager) with County and Architect/Engineer. Construction Manager has and will continue to consult with County and Architect/Engineer regarding site use and improvements, and the selection of materials, building systems and equipment. Construction Manager has provided and will continue to provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction

completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 Preliminary Construction Schedule - Contractor shall prepare a Preliminary Construction Schedule, a copy of which shall be included in the Task Order. Contractor shall coordinate and integrate the Preliminary Construction Schedule with the services and activities of County, Architect/Engineer and Contractor. The Contractor shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Contractor's work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Contract Time as defined in Subparagraph 2.3.3 below. The schedule shall include all phases of construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance of testing requirements. The Contractor shall advise the County, its representatives and the Architect/Engineer of their required participation in any meeting or inspection giving each at least one (1) week notice unless such notice is made impossible by conditions beyond the Contractor's control. The Contractor shall hold jobsite meetings at least once each week with the Construction Team and at least once each week with the subcontractors and the Architect/Engineer field representatives, and County or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.

2.1.4 Subcontractors and Suppliers – The Contractor shall continue to develop subcontractor interest in the Project and shall furnish to County and Architect/Engineer for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design and within the timeframes established in the Task Order , from whom proposals will be requested for each principal portion of the Project. County will promptly reply in writing to the Contractor if County has an objection to any such subcontractor or supplier. The receipt of such list shall not require County to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the rights of County to later object to or reject any proposed subcontractor or supplier. The Contractor shall be responsible for ensuring any contractor(s) and subcontractor(s) meet any and all specifications outlined in this Contract, or as amended or modified, including, but not limited to, the timeframes established in the Construction Schedule.

2.1.5 Long Lead and County Direct Procurement - The Construction Manager shall review the design for the purpose of identifying long lead and County direct procurement items (machinery, equipment, materials and supplies). When each item is identified the Contractor shall notify the subcontractors, the Project Director, and the County of the required procurement and schedule. Such

information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the Architect/Engineer has completed drawings and technical specifications and the Contractor has obtained permitting approval, the Contractor shall prepare Invitation for Bids. The Contractor shall keep informed of the progress of the respective subcontractors and/or suppliers, manufacturing or fabricating such items and notify the Project Director, County and Architect/Engineer of any problems or prospective delay in delivery. The Contractor shall ensure that any subcontractor adheres to the Construction Schedule. The Contractor has reviewed the Project plans for the purpose of identifying long lead and County direct procurement items (machinery, equipment, materials and supplies). The Contractor shall keep informed of the progress of the respective subcontractors and/or suppliers, manufacturing or fabricating such items and notify the Project Director, County and Architect/Engineer of any problems or prospective delay in delivery.

2.1.6 Extent of Responsibility - The recommendations and advice of Contractor concerning design alternatives shall be subject to the review and approval of County and County's Architect/Engineer. The Contractor shall be responsible for complying with all applicable laws, statutes, ordinances, building codes, rules and regulations. If the Contractor recognizes that portions of the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify County and Architect/Engineer in writing. It is not Contractor's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Contractor recognizes that portions of the Drawings and Specifications are at variance therewith, Contractor shall promptly notify County and Architect/Engineer in writing.

2.1.7 Equal Employment Opportunity and Affirmative Action – The Contractor shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.1.8 Separate Contracts Planning - The Contractor shall review the design with the Architect/Engineer and make recommendations to the County and to the Architect/Engineer with respect to dividing the work in such manner as will permit the Contractor to take bids and award separate construction subcontracts on the current schedule. The Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the County.

2.2 CONSTRUCTION PHASE

2.2.1 Interfacing -

A. The Contractor shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate subcontractors.

B Subcontractor Interfacing - The Contractor shall be the single point of interface with all Subcontractors for the County, and all of its agents and representatives, including the Architect/Engineer. The Contractor shall negotiate all change orders, field orders and request for proposals, with all affected Subcontractors and shall review the costs of those proposals and advise the County and Architect/Engineer of their validity and reasonableness, acting in the County's best interest prior to requesting approval of each change order from the County before any work is begun on any change order, an executed Change Order from the County must be issued. However, when health and safety are threatened, the Contractor shall act immediately to remove the threat to health and safety. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of the Contractor by the Subcontractors and shall maintain a suspense control system to promote timely response. The Contractor shall advise the Project Director and Architect/Engineer when timely response is not occurring on any of the above.

2.2.2 Solicitation of Bids

A. Without assuming responsibilities of the Architect/Engineer, the Contractor shall prepare Invitations for Bid (or Requests For Proposal, when applicable) for all procurements of long lead times, materials and services for Subcontractor contracts and for site utilities.

B. As part of such preparation, the Contractor shall review the specifications and drawings prepared by the Architect/Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally

restrictive requirements, and any other defects in the specifications or in the drawings noted by the Contractor shall be brought to the attention of the Project Director and Architect/Engineer in written form.

C. For each separate subcontractor or construction trade contract used in the Project, the Contractor shall, unless waived by the County, conduct a pre-bid conference with prospective bidders, the Architect/Engineer and Project Director. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Contractor shall transmit these to the Architect/Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

D. In accordance with Article 2.5.1 the Contractor shall open and review all bids and enter into contract(s) with those low bidders determined to be most qualified by the Contractor. The Contractor shall make every effort to follow the County's Pre- Qualification Ordinance 98-37, and as updated, (**Attachment "B"**) for applicable subcontract trades.

2.2.3 Bond – If the Project's cost is $100,000.00 or more, in accordance with the provisions of Section 255.05, Florida Statutes, the Contractor shall provide to the County, on the form furnished by the County (**Attachment "C" Public Construction Bond**), a certified copy of the recorded Bond in an amount not less than the total construction cost (G.M.P.) as defined in Article 9 and inclusive of the construction fee. *The Public Construction Bond shall be recorded (by the Contractor) in the official record of the County in which the project is located*. The Contractor must provide a copy of the bond(s) to all subcontractors and notify them of deadlines to make claims under the bonds.

2.2.4 Quality Control - The Contractor shall develop and maintain a program, acceptable to the County and Architect/Engineer, to assure quality control of the construction (*this may include personnel if approved by the County*). The Contractor shall have a qualified and competent Superintendent to supervise the work of all Subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Contractor and Architect/Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the County shall be the final judge of performance and acceptability.

2.3 Guaranteed Maximum Price (G.M.P.) and Contract Time

2.3.1 Contractor shall acknowledge and agree the Drawings and Specifications are complete for the Contractor to propose a Guaranteed Maximum Price (G.M.P.), which is the total not to exceed sum of the Contractor's Fee and the Cost of the Project. The G.M.P. shall be established in the Task Order.

2.3.2 The Cost of the Work shall include Contractor's contingency, a sum agreed to by all parties for the Contractor's use to cover costs arising from unforeseen conditions in the Project, as further defined by Contractor's final approved G.M.P. Contractor's contingency shall be established as a separate line item within the G.M.P.

2.3.3 Basis of Guaranteed Maximum Price (G.M.P.)
The G.M.P. shall be based upon the following:

A. The list of the Drawings and Specifications, including all revisions thereto, and the Contract Documents.

B. The list of clarifications and assumptions made by Contractor in the preparation of its G.M.P. proposal to supplement the information contained in the Drawings and Specifications as listed in Contractor's G.M.P.

C. The Preliminary Construction Schedule . As reflected in said Schedule, the Contractor is to achieve Substantial Completion and Final Completion of the Work as identified in the Task Order.

2.3.4 Included within the G.M.P. is the Contractor's Fee. The Contractor's Fee shall be established in the Task Order. The sum of the Cost of the Project and the Contractor's Fee shall not exceed the G.M.P. The Contractor's Fee shall constitute Contractor's total compensation for profit. All costs in excess of the final approved G.M.P. (as adjusted by County direct purchases, if any, in accordance with **Attachment "A"**) are the responsibility of the Contractor. Any savings between the G.M.P. (as adjusted for County direct purchases) and the sum of the actual cost of the Project including Contract Documents, will be returned to the County.

2.3.5 Prior to issuance of the Construction Phase Notice to Proceed, Contractor shall not incur any costs to be reimbursed as part of the Cost of the Project, except as County may specifically authorize in writing.

2.3.6 The G.M.P. and date of Substantial Completion shall be subject to additions and deductions by a Change Order as provided in the Contract Documents.

2.3.7 The G.M.P. shall include in the Cost of the Project only those taxes which are enacted and in effect at the time the G.M.P. was determined.

2.4 Construction Phase

2.4.1 General

A. The Construction Phase shall commence on the date identified in the Notice to Proceed to be issued by the County.

B. The Contractor shall cause all Work required by the Task Order to be properly completed in accordance with the terms of the Contract Documents and within the Project's Contract Time.

2.4.2 Contractor's Staff - The Contractor shall maintain sufficient off-site support staff, and competent full-time staff, including, but not limited to a qualified and competent superintendent, at the Project site authorized to act on behalf of the Contractor and to coordinate, inspect and provide general direction of the work and progress of the subcontractors, and the Contractor shall provide no less than those personnel during the respective phases of construction. The Contractor shall not change any of those designated persons unless mutually agreed to by the County and Contractor. In such case, the County shall have the right of approval of the qualifications of replacement personnel. Such approval will not be reasonably withheld.

A. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

B. The superintendent shall be in attendance at the Project site not less than eight (8) hours per day, five (5) days per week, and any time work is being performed at the jobsite, unless the job is closed down due to a general strike or conditions beyond the control of the Contractor, or during holidays or when no work is being performed at the jobsite, or until completion or termination of the Task Order unless agreed to by the County based on the size and complexity of the Project. It is understood that such superintendent shall be acceptable to the County and the Architect/Engineer and shall be the one who will be continued in that capacity for the duration of the Project, unless the County otherwise agrees. The superintendent shall not be employed on any other project for or by Contractor or any other entity during the course of the work unless agreed to by the County based on the size and complexity of the Project.

2.4.3 Lines of Authority - The Contractor shall establish and maintain lines of authority for its personnel, and shall provide this description/definition to the County and all

other affected parties such as the code inspectors of the permitting authorities, the subcontractors, and the Architect/Engineer, to provide general direction of the work and progress of the various phases and subcontractors. The County and the Architect/Engineer may attend meetings between the Contractor and subcontractors, however, such attendance shall not diminish either the authority or responsibility of the Contractor to administer the subcontractor.

2.5 Administration

2.5.1 Those portions of the Project that Contractor does not customarily perform with Contractor's own personnel shall be performed under subcontracts or by other appropriate written contracts with Contractor. Contractor shall obtain bids from subcontractors and from suppliers of materials or equipment fabricated to a special design for the Project from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the County and Architect/Engineer for review and comment. Based upon that review and comment, Contractor shall then determine, subject to the reasonable objection of Architect/Engineer or County, which bids will be accepted. Contractor shall not be required to contract with anyone to whom Contractor has reasonable objection. Notwithstanding anything herein to the contrary, Contractor covenants and agrees that it shall competitively bid all subcontracts. Further, with respect to all such subcontracts, Contractor covenants and agrees that it shall select and contract with the lowest, responsive and qualified bidder, unless otherwise consented to in writing by County.

2.5.2 Subcontracts and contracts with suppliers furnishing materials or equipment fabricated to a special design shall conform with payment provisions and shall not be awarded on the basis of cost plus a fee without prior written consent of County.

2.5.3 Contractor shall schedule and conduct weekly meetings at which County, Architect/Engineer, Contractor and appropriate Subcontractors can discuss the status of the Project. Contractor shall prepare and promptly distribute type-written meeting minutes within two (2) business days after any such meeting is held. Promptly after County's issuance of the Notice to Proceed, Contractor shall prepare a more detailed project schedule, known as the Critical Path Method (CPM) Schedule based upon the Preliminary Construction Schedule, including County's occupancy requirements. Contractor will submit monthly updates to the CPM Schedule until the Project is completed.

2.5.4 Contractor shall provide Monthly Written Reports to County on the progress of the entire Work. Contractor shall maintain a daily log containing a record of weather, subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as County may require. The log shall be available to County at all times.

2.6 Professional Services - Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Task Order for a portion of the Project, or unless Contractor has specifically agreed in writing to provide such services. In such event, Contractor shall cause such services to be performed by appropriately licensed professionals.

2.7 Unsafe Materials - If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created or brought on the site Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to County and Architect/Engineer in writing. County shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.

In accordance with Florida Statute 255.40, the County will require that the Contractor certify (at Substantial Completion) that to the best of his/her knowledge and ability no asbestos-containing materials and/or supplies have been purchased and/or installed on this Project.

(*Florida Statute 255.40 Use of asbestos in new public buildings or buildings newly constructed for lease to governmental agencies; prohibition - The use of asbestos or asbestos-based fiber materials is prohibited in any building, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any governmental entity.*)

2.8 Weather Protection - The Contractor will be responsible to ascertain what temporary enclosures, if any, of building areas should be provided for and implemented as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. It is the Contractor’s responsibility to secure the work site. All costs associated with this shall be the responsibility of the Contractor, provided such costs are within the G.M.P.

2.9 Job Site Requirements

(1) The Contractor shall provide for each of the following activities as a part of the Contractor's Construction Phase services:

a. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc. and require the same of

subcontractors

b. Maintain a directory of companies on the Project with names, addresses, telephone numbers, emergency telephone numbers and fax numbers of key personnel.
c. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
d. Provide labor relations management for a harmonious, productive Project.
e. Provide a safety program for the Project to meet OSHA requirements. Monitor for Subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
f. Provide a quality control program.
g. Miscellaneous office supplies that support the construction efforts which are consumed by his own forces.
h. All requirements of regulatory agencies.

2.10 Job Site Administration - The Contractor shall provide as part of the Contractor's Construction Phase services, administrative functions during construction, including but not limited to, the following:

A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing Project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocations, etc. Review and coordinate each Subcontractor's work. Review and implement revisions to the Schedule. Monitor and promote safety requirements.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand. Identify party or parties responsible for follow-up on any problems, delay items or questions and document and implement the course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

B. Shop Drawing Submittals/Approvals - Check Shop Drawings and implement procedures for submittal and transmittal to the Architect/Engineer of such drawings for action, and closely monitor their submittal and approval process. Provide copy of all correspondence to County. Contractor will provide one (1) approved Submittal or Shop Drawing to County.

C. Material and Equipment Expediting - Closely monitor material and equipment deliveries; implement inspection and follow-up procedures on commitments of all Suppliers and Subcontractors.

D. Payments to Subcontractor - Develop and implement a procedure for review, processing, and payment of applications by Subcontractors for progress and final payments.

E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect/Engineer to the Architect/Engineer as a Request for Information (R.F.I.).

F. Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the County and the Architect/Engineer including information on the Subcontractor's work, and the percentage of completion. Keep a daily log available to the County, the Architect/Engineer and the Permitting Authority inspectors.

G. Substantial Completion - The Contractor shall secure the Certificate of Occupancy and notify the County and Architect/Engineer, in writing, that the Project will be ready for inspection to determine if it is substantially complete and ready for inspection on or after a specific date, which date shall be stated in the notice. The notice shall be given at least seven (7) calendar days in advance of said date. Inspection and testing shall take place at time(s) mutually agreeable to the Contractor, Architect/Engineer and County. The inspection will be conducted jointly between the Architect/Engineer, County and Contractor’s representative. The inspection shall determine if substantial completion has been accomplished and the Architect/Engineer shall produce a Certificate of Substantial Completion (AIA Document G704, as may be amended) and a written list of unfinished Work and defective work, commonly referred to as a "Punch List", which must be finished and corrected to obtain Final Completion. Should Certificate of Occupancy not be able to be obtained through no fault of Contractor, an adjustment to the Task Order shall be provided in accordance with the terms of the Contract Documents.

At the County's option a specific area or segment of the Project may be inspected and/or determined substantially complete.

H. Final Completion - The Contractor shall notify the Architect/Engineer and County, in writing, that the Project will be ready for final inspection on or after a specific date, which date shall be stated in the notice. This notice shall be given at least seven (7) calendar days in advance. That inspection and any necessary testing shall be conducted in the same

manner as the inspection for Substantial Completion. When the Project is finally and totally complete, including, but not limited to, the elimination of all defects, a Certificate of Final Completion will be issued on the County form, attached as Attachment “E”, by the Architect/Engineer and the Project shall be submitted to the County for final acceptance. The County and Architect/Engineer shall conduct the inspections. The County may elect to have other persons of its choosing also participate in the inspections. If one or more re-inspections are required, the Contractor shall reimburse the County for all costs of re- inspection or, at the County's option, the costs may be deducted from payments due to the Contractor. The Total Project Schedule shall include these notices and inspections as activities.

The Contractor shall secure and transmit to the Architect/Engineer all required guarantees, affidavits, releases, bonds and waivers, manuals, “As-Built” Drawings, and maintenance books as part of Final Completion (in triplicate in a format suitable to the County) unless stated otherwise in the Project specifications.

I. Start-Up - With the County’s personnel present, the Contractor shall checkout utilities, operations, systems, and equipment for readiness and perform initial start-up and testing.

J. As-Built Drawings - The Contractor shall monitor the progress of Work on marked-up field prints which, at Substantial Completion, shall be submitted to the County as Final “As-Built” Drawings.

K. Administrative Records - The Contractor will maintain at the job site on a current basis, files and records such as, but not limited to the following:

1. Contracts and Purchase Orders
2. Shop Drawing Submittal/Approval
3. Logs Equipment
4. Purchase/Delivery Logs
5. Drawings and Specifications with Revisions
6. Cost Proposal Requests
7. Meeting Minutes
8. Lab Test Reports
9. Change Orders
10. Material Purchase Delivery Logs
11. "As-Built" Marked Prints
12. Monthly Progress Reports
13. Correspondence
14. Files Transmittal Records
15. Inspection Reports

16. Punch Lists
17. Requests for Information (R.F.I.s)
18. Architect Supplement Instructions (A.S.I.s)

The Project records shall be available at all times to the County and Architect/Engineer for reference or review.

L. County Occupancy:
The Contractor shall provide services during the Construction Phase which will provide a smooth and successful County occupancy of the Project. The Contractor shall provide management to facilitate County occupancy and provide transitional services to get the work "on line" in such conditions as will satisfy County operational requirements.

The Contractor shall conduct the Contractor's preliminary punch list inspection and coordinate the completion of all punch list work to be done with County occupancy requirements in mind.

The Contractor shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the County in such a manner as to promote their usability in a format compatible with County systems. The Contractor shall provide operational training, in equipment use, for building operators to a maximum of eight (8) hours.

The Contractor shall secure required guarantees and warranties, assembled and organized and deliver same, in a format compatible with County systems, to the County in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Contractor shall continuously review "As-Built" Drawings and mark-up progress prints to provide as much accuracy as possible.

M. Warranty - Where any work is performed by the Contractor's own forces or by Subcontractors under contract with the Contractor, the Contractor shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Contractor further agrees to correct all work found by the County to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one (1) year from the Date of Final Completion or as may be set forth with respect to specific warranties

contained in the trade sections of the Specifications. The Contractor shall collect and deliver to the County any specific written warranties given by others as required by the Contract Documents. **Also, the Contractor shall conduct, jointly with the County and the Architect/Engineer, a warranty inspection nine (9) months after the date of County Occupancy. This warranty inspection will be scheduled by a representative of the County**.

ARTICLE 3
COUNTY'S RESPONSIBILITIES

3.1 County's Information - The County shall provide full information regarding County's requirements for the Project.

3.2 County's Representative/Project Director - The County shall designate a representative who shall be fully acquainted with the Project and shall define the lines of County authority to approve Project Construction Budgets, and changes in Project. The County's representative shall render decisions promptly and furnish information expeditiously.

3.3 Architect/ Engineer's Contract - The County may retain an Architect/Engineer for design and preparation of construction documents for a Project. The Architect/Engineer's services, duties and responsibilities are described in the Contract between the County and the Architect/Engineer, a copy of which will be furnished to the Contractor upon request.

3.4 Approvals and Easements - The County shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.5 Legal Services - The County shall furnish such legal services as may be necessary for providing the items set forth in Article 3 and such auditing services as the County may require.

3.6 Drawings and Specifications - The County will provide to the Contractor a reproducible set of all drawings and specifications reasonably necessary and ready for printing.

3.7 Cost of Surveys & Reports - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the County's expense, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof, unless included as a requirement of the G.M.P.

3.8 Project Fault or Defects - If the County becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, the County shall give prompt written notice thereof to the Contractor and Architect/Engineer.

3.9 Funding - The County shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Contractor that sufficient funds will be available and committed for the cost of each part of the Project.

3.10 Lines of Communication - The County and Architect/Engineer shall communicate with the Subcontractors or Suppliers only through the Contractor while such method of communication is effective in maintaining Project schedules and quality.

3.11 Lines of Authority - The County shall establish and maintain lines of authority for County's personnel and shall provide this delineation to the Contractor and all other affected parties.

3.12 Permitting & Code Inspections - The County recognizes and coordinates with the Permitting Authority and expects the Contractor to do the same.

ARTICLE 4
PERMITTING AND INSPECTION

4.1 Permits, Fees and Notices - Unless otherwise provided in the Task Order, the Contractor shall secure and the County shall pay for any Brevard County building permit or other County permits, fees, and licenses necessary for proper execution of the Project and which are legally required. Unless already secured and paid for by the County, any other entity/jurisdiction permits shall be included in the G.M.P. and secured and paid for by the Contractor. County Impact and Solid Waste fees will be paid by the County. Copies of all permits shall be submitted to the County.

4.2 The Contractor shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities bearing on performance of the work required for the Project.

4.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, and such variance was not discoverable during the Contractor's review of these documents for the purpose of determining the G.M.P., the Contractor shall promptly notify the Architect and County, in writing, and necessary changes shall be accomplished by appropriate modification.

4.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect/Engineer and County, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

ARTICLE 5
SUBCONTRACTS

5.1 Definition - A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work. Nothing contained in the Contract Documents shall create any contractual relation between the County or Architect/Engineer and any Subcontractor.

5.2 Bids/Proposals - The Contractor has made every attempt to receive, at a minimum, three (3) bids/proposals from Subcontractors and Suppliers and will award those contracts to the lowest, responsive, and responsible bidder.

5.3 Required Subcontractor and Subcontract Conditions.

5.3.1 Subcontractual Relations - By an appropriate written contract, the Contractor shall require each Subcontractor to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by this Contract, assumes toward the County and the Architect/Engineer. Said contracts shall preserve and protect the rights of the County and Architect/Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar contracts with his Subcontractor's Subcontractor.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 5 and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractor.

A. Subcontractors must submit a complete pre-qualification form demonstrating their work experience, financial condition, and adherence to schedule. The Subcontractors financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.

B. Workforce - The Subcontractor shall attempt to perform no less than fifty (50%) percent of the Project construction work utilizing its own forces.

C. **All subcontracts shall provide:**

1. LIMITATION OF REMEDY - NO DAMAGES FOR DELAY
That the Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the County or Architect/Engineer or attributable to the County or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual cost for such change, plus, no more than five percent (5%) for profit, and five percent (5%) for overhead.

The subcontract shall require the Subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, loss or additional compensation.

2. Each subcontract shall require that any claims by Subcontractor for delays or additional cost must be submitted to Contractor within the time and in the manner in which the Contractor must submit such claims to the County, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions - The Contractor shall be responsible to the County for the acts and omissions of its employees and agents and its Subcontractors, agents and employees, and all other persons performing any of the work or supplying materials under this contract to the Contractor.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 The Project Substantial Completion Date and Project Final Completion Date for completion of the Project in accordance with the Contract Documents are established by the Construction Team and reflected in the Notice to Proceed issued by the County. The Contractor acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the County. **TIME IS OF THE ESSENCE WITH RESPECT TO THIS CONTRACT AND RESULTING**

TASK ORDERS.

It is specifically agreed by and between the parties that the County may deduct a sum in the amount scheduled below from the amount of compensation to be paid the Contractor, Sundays and Holidays included, that the Project remains uncompleted. This amount as scheduled and agreed upon as a proper measure of liquidated damages, which the County will sustain per day by failure of the Contractor to complete the Project by the time stipulated in the Task Order, is not to be construed in any sense as a penalty provision.

Project Substantial Completion	$TBD per day
Project Final Completion	$TBD per day

Liquidated Damages will be assessed for each day beyond the contracted Project Substantial Completion Date, or any authorized extension thereof by Change Order, until actual project Substantial Completion is achieved. From the date of Substantial Completion, the Contractor shall be granted a certain period of time, no less than thirty (30) calendar days, as stipulated in the Task Order, for completion of punch list items, associated inspections and approvals, and submission and approval of required closeout documentation, at which time Final Completion shall be obtained. If Final Completion is not obtained within the period of time as identified in the Task Order, or any authorized extension thereof by Change Order, then the above-listed liquidated damages will be assessed for each day beyond the date of Final Completion.

6.2 The date of County Occupancy shall be considered the date the Certificate of Occupancy is secured. Warranties called for by the Contract Documents or by the Drawings and Specifications shall commence on the Date of Final Completion of the Project, unless specified otherwise in the Project Specifications.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

7.1 The Contractor's written Guaranteed Maximum Price (G.M.P.) guarantees the maximum price to the County for the construction cost of the Project or designated part thereof, based on a review of the drawings and specifications. Such G.M.P. will be subject to increase or deduction for changes in the Project as provided in Article 10 and for County direct purchases, if any, in accordance with **Attachment "A"**. All costs in excess of the G.M.P., as adjusted up or down in accordance with the terms of the Contract Document, are the responsibility of the Contractor. Any savings between the G.M.P., as adjusted, and the sum of the actual cost of the Project plus the Contractor's fees, will be returned to the County per Article 2.3.4. The G.M.P. includes all taxes in the cost of the Project which were legally enacted and in effect at the time the G.M.P. was established.

7.2 County-Direct Purchases - In the event the County opts to make County Direct Purchases, as outlined in **Attachment "A"**, the G.M.P. shall be adjusted by the cost of the materials and the applicable sales tax so that all sales tax savings accrue to the benefit of the County. The Contractor shall diligently process all County Direct Purchase invoices for the Project in order for the County to benefit from applicable vendor discounts. The Contractor will endeavor to submit all invoices to County in sufficient amount of time in order for the Project to benefit from the vendor discount.

7.3 The Contractor will verify the time schedule for activities and work which will be adopted by the Construction Team and used to determine the Contractor's cost of work. Surplus funds from bids received below the applicable line items, including line items within the General Conditions, in the G.M.P. will be set aside for contingency. If bids are received above the applicable line item in the G.M.P., the deficiency will be taken from the contingency via an approved Authorization to Initiate Work/G.M.P. Realignment form; however, such events shall not be cause to increase the G.M.P.

Construction contingency funds will be used for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Contractor will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the County. Documentation for use of the Contingency shall be determined by the Construction Team. The Architect/Engineer and County shall verify and approve the actual costs. If bids are not received for a portion of the work at or below the applicable line item amount in the G.M.P., the Contractor reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

ARTICLE 8
CONTRACTOR'S FEE

8.1 In consideration of the performance of the Task Order, the County agrees to pay the Contractor as compensation for his services fees as set forth below.

8.1.1 Construction Phase Fee - Prior to commencement of the Construction Phase, the County will direct the Contractor in writing to proceed into the Construction Phase. The County retains the right to review the need and effectiveness of any employee or employees assigned by the Contractor, should the Project Director question the need for the employee or employees. A percentage of the agreed upon Construction Phase Fee shall be paid monthly based on percentage of work completed, less retainage, in accordance with subsection 12.1 below. The Contractor's first monthly

Certificate for Payment shall be submitted no earlier than thirty (30) days following the issuance of the Notice to Proceed, and the final monthly payment shall be paid only when construction of the Project is finally completed, all original final release of liens are received, closeout documentation has been submitted and the Project can be accepted by the County. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the County.

A. Adjustments in Fee - For changes in the Project as provided in Article 10, the Construction Phase fee shall be adjusted as follows:

1. The Contractor shall be paid an additional fee subject to negotiation if the Contractor is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Contractor, subcontractors or others for whose acts the Contractor is responsible.

B. Costs and Expenses Included in Contractor's Construction Phase Fee - The following are included in the Contractor's fee for services during the Construction Phase and are included in the G.M.P. associated with the Contractor's Construction Phase Fee referenced herein:

1. Corporate costs including expenses and overhead and profit related to this project by the Contractor's principal and branch offices.
2. Costs of all data processing, accounting, purchasing and associated staff which is performed at the home office.
3. General operating expenses incurred in the management and supervision of the Project, to include but not limited to, project managers, assistant project managers, engineers, in-house clerical staff, etc., except as expressly included in Article 9.
4. Salaries or other compensation of the Contractor's employees at his principal and branch offices.
5. Relocation expenses for Contractor's personnel.
6. Project management travel associated with 8.1.1.B.3 above, vehicle-related.

8.1.2 The Contractor's G.M.P. guarantees the maximum price to the County, for the construction cost of the Project or designated part thereof, based on the Contractor's review of the drawings and specifications. Such G.M.P. will be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the Work by the County shall be the lesser of:

A. the Cost of the Project as defined in Article 9, plus the Contractor's

fees; or

B. the G.M.P. when the Work is complete. All costs in excess of the final approved G.M.P. are the responsibility of the Contractor.

ARTICLE 9
COST OF THE PROJECT

9.1 Definition - The term Cost of the Project shall mean costs reasonably and necessarily incurred in the Project during the Construction Phase for construction services and paid by the Contractor which are included in the Construction Phase Fee, less County direct purchases made in accordance with **Attachment "A"** upon completion of the Project. Such costs shall include the items set forth below in this Article and shall also include those items set forth in as Direct Cost Items and shall be identified in the Task Order.

The County agrees to pay the Contractor for the Cost of the Project subject to the limits set forth in Sections 9.2 and 9.3 plus the Contractor's fees stipulated in Article 8, provided the total does not exceed the G.M.P.

9.2 Direct Cost Items ("Allowable General Conditions"), as approved by the County.

A. Labor wages paid for the on-site personnel directly responsible for the operation and supervision of the Project (as opposed to wages paid to management or supervisory personnel who are not part of the on-site project management) in the direct employ of the Contractor in the performance of the Contractor's work under this Contract, acceptable salary or wage schedules and such fringe benefits, if any, as may be payable with respect thereto (labor burden not to exceed 40% for payroll and 15% for per diem).

B. Jobsite-related costs, to include but not limited to, jobsite trailer, utilities, trash removal, temporary fence, etc. Items of a direct cost to the Project.

C. Payments due to Subcontractors from the Contractor or made by the Contractor to Subcontractors for their work performed pursuant to contract under a Task Order.

D. Cost of the premiums for insurance and cost of premiums for bonds which the Contractor is required to procure by this Contract specifically for the construction of a Project.

E. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by a governmental authority, and for which the

Contractor is liable.

F. If approved by the County, the Contractor, when qualified, may self-perform all or a portion of the work for any item listed on the estimate or G.M.P. breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.

G. Legal costs reasonably and properly resulting from prosecution of the Project for the County, including handling claims for changes by subcontractors and vendors, subject to the following limitations:

(a) The County approved incurring such costs in advance, which approval shall not be unreasonably denied; and
(b) The legal costs were not incurred as result of the Contractor's own negligence or default.

H. Costs for such temporary facilities during construction, as approved by the County, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

I. No costs shall be paid by the County to the Contractor for any expenses related to negligent, intentional, or willful acts or omissions by the Contractor, including any of its subcontractors, employees, or agents, to correct defective workmanship, to correct any work not in conformance with the Drawings and Specifications, or to correct any deficiency or damage.

J. Vehicle-related expenses for the superintendent.

9.3 Allowances

Within the G.M.P., there may be specific items which the Contractor and County have agreed to include as allowances in the estimates until such time as the cost and schedule impact of these items can be more specifically ascertained. At the time that the Costs of the Work of allowance items becomes known (either through a subcontract price or by virtue of either (A) scope of work and cost agreed to by Contractor and County or (B) an actual buyout of the item), the G.M.P. and Project Completion Dates will be adjusted (either increased or decreased) by the actual Costs of the Work and schedule impact of the item. With respect to increases and decreases to the amount of an allowance item, Contractor shall be entitled to the Contractor's fee, subject to the limits set forth in Article 8, on the adjusted amount of such allowance, and the G.M.P. shall be adjusted by reason thereof, by Change Order. Allowances must be agreed to by both parties. Allowances included within the G.M.P. constitute approval of said allowances at the time the G.M.P. is approved.

ARTICLE 10

CHANGES IN THE PROJECT

10.1 Change Orders - The County, without invalidating the Contract Documents, may order changes in the Project within the general scope of this Contract consisting of additions, deletions or other revisions which may cause an increase or decrease in the G.M.P., and/or the Project Completion Dates. All changes in the Project G.M.P. or Project Completion Dates not covered by an authorized contingency, as described in Article 7.3 must be authorized by a written Change Order or Construction Change Directive, and signed by the County, Architect/Engineer and Contractor before the change is implemented. It shall be the County's discretion as to whether each change order requires the Architect/Engineer's signature. **Maximum allowable mark-up on any change order above the G.M.P. for the Contractor is 5% Profit, 5% Overhead, and a 2% Bond.**

10.1.1 A Construction Change Directive is a change directive signed by the County individual delegated authority pursuant to Brevard County Policy 27, IV.B,C, dated December 17, 2019, and as updated, which is incorporated herein by reference, directing an addition, deletion, or revision in the scope of work and/or schedule. The Construction Change Directive is necessary when no agreement exists among the Architect/Engineer of record, County and the Contractor on the dollar amount of a necessary change in the scope of work and/or an extension of time to the construction contract. The Construction Change Directive is used

A. when an unsafe, hazardous or other similar condition exists,

B. when failure to achieve prompt resolution of the change will result in a demobilization of the Contractor, its subcontractors and/or agents,

C. when failure to achieve prompt resolution will result in additional cost, and/or a significant delay in completing the project.

A Construction Change Directive does not change the G.M.P. or the contract time but is evidence that the parties expect that the change will be incorporated in a subsequently issued Change Order.

10.1.2 A Change Order is a written order to the Contractor signed by the County, Architect/Engineer, and Contractor, issued after the execution of a Task Order, authorizing a change in the Project and/or an adjustment in the construction authorization, the Contractor's fee, or the Project Completion Dates. Each adjustment in the G.M.P. resulting from a Change Order shall be documented clearly to separate the amount attributable to the cost of the change in the Project from the original cost of the Project.

10.1.3 The increase or decrease in the G.M.P. resulting from Change Orders in the Project shall be determined by one of the following ways:

A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect/Engineer and County;
B. by unit prices stated in the Contract or subsequently agreed upon;
C. by cost as defined in Article 9 plus a mutually acceptable fixed or percentage fee; or
D. by the method provided in Section 10.1.4 below.

10.1.4 If none of the methods set forth in Section 10.1.3 is agreed upon, the Contractor, provided he receives a written order signed by the County, shall promptly proceed with the work required by the Construction Change Directive involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect/Engineer will establish an estimated cost of the work and the Contractor shall not perform any work whose cost exceeds that estimate without prior written approval by the County. In such case, and also under Section 10.1.3 above, the Contractor shall keep and present, in such forms as the County may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the G.M.P. to be allowed by the Contractor to the County for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease in the Cost of the Project and the associated Contractor's fee subject to the limits set forth in Article 7.

10.1.5 If unit prices are stated in the Task Order or subsequently agreed upon and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the County or the Contractor, the applicable unit prices and G.M.P. shall be equitably adjusted.

10.1.6 Should the Contractor or his contracted subcontractors encounter:

A. concealed conditions in the performance of the Work below the surface of the ground; or
B. concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or County furnished information; or
C. unknown physical conditions below the surface of the ground; or
D. concealed or unknown conditions in an existing structure of an

unusual nature; or

E. differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract,

then the G.M.P. and the Project Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2. and Article 11.

Upon discovery of concealed or unknown conditions, the Contractor shall notify the County and Architect/Engineer within twenty-four (24) hours of discovery, and not proceed with Work until such notice has been given and a response is issued by the County. The Architect/Engineer will evaluate the alleged unknown or concealed condition and, if warranted, recommend to the County that the G.M.P. and Project schedule be increased or decreased accordingly. No claim under this Article may be made unless notice, as herein provided, is given prior to Work being performed. No equitable adjustment shall be permitted if this notice provision is not complied with.

Within ten (10) calendar days of submitting its notice, the Contractor shall submit to the County its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected. Within thirty (30) days from notice, the Contractor shall submit detailed schedule impact and detailed cost analysis indicating quantities, unit prices, etc.

10.1.7 The Contractor shall review any County-directed change and shall respond in writing within seven (7) calendar days after receipt of the proposed change (or such other reasonable time as the County may direct), stating the effect of the proposed change upon the Contractor's Work, including any increase or decrease in the Contract time or price. The Contractor shall furnish to the County an itemized breakdown of the quantities and prices used in computing the change in Contract price.

The County and Architect/Engineer shall review the Contractor's proposal and respond to the Contractor within seven (7) calendar days of receipt. If a change to the Contract price and time for performance are agreed upon, both parties shall sign the Change Order. Changes to the Contract time and/or price shall be effective when signed by both parties. It shall be the County’s discretion as to whether each Change Order requires the Architect/Engineer’s signature.

10.2 **<u>Claims for Additional Cost or Time</u>**

All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 36 COUNTY-CONTRACTOR

Contract.

10.2.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the County or the Architect/Engineer or of any employee of either or by any separate contractor employed by the County or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control or by delay authorized by the County pending resolution or disputes, and such delay extends the Project Completion Dates, the Dates shall be extended by Change Order for such reasonable time as the Construction Team may determine.

10.2.2 All Change Orders must indicate that the Contract Time for Completion is not changed or is either increased or decreased by a specific number of calendar days. The previous Time for Completion and, if there is one, the new Time for Completion must be stated. The Contractor must provide written justification for an extension of the Time for Completion to the Architect/Engineer and to the County. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Task Order as adjusted by prior change orders or amendments to the Task Order, not just an increase or decrease in the time needed to complete some portion of the total Work. No increase to the Time for Completion shall be allowed unless the additional or changed Work increases the length of the critical path.

Approved increases in time required to complete the Work shall be added to the Time for Completion. Decreases in time as a result of the change order shall be demonstrated by a decrease in the critical path of the Work if CPM scheduling is properly used and updated by the Contractor. If no CPM is used the County shall determine the appropriate decrease by the best means possible. Approved decreases in the time needed to complete the Work shall be deducted from the Contract completion date. The change to time and Contract price allowed by each change order shall include all time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the project. Failure to include a change to time and Contract price in a change order shall waive any change to the time and Contract price unless the parties mutually agree in writing to postpone a determination of the change to time and price resulting from the change order. Such a determination may be postponed not more than forty-five (45) days to give the Contractor an opportunity to demonstrate a change in the time and price needed to complete the Work.

Only delays which are determined to extend the critical path for the

schedule for constructing the Project will result in a time extension. Neither the County nor the Contractor shall be considered to own the schedule float time.

10.3 Minor Changes in the Project (Realignment of Work)
The County and/or Architect/Engineer will have authority to order minor changes in the Project not involving an adjustment in the G.M.P. or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be affected by written order. Documentation of changes shall be determined by the Construction Team, and included in the Project Manual. Changes shall be approved by the Project Director, Architect/Engineer. It shall be the County's discretion as to whether a Realignment of Work requires the Architect/Engineer signature. All changes or realignments of work performed within the Guaranteed Maximum Price will not include overhead, profit or General Condition additional costs, since costs are absorbed within the Guaranteed Maximum Price (G.M.P.).

10.4 In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the G.M.P. or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

11.1 All discounts for prompt payment shall accrue to the County to the extent the Cost of the Project is paid directly by the County or from a fund made available by the County to the Contractor for such payments.

To the extent the Cost of the Project is paid with funds of the Contractor, all cash discounts shall accrue to the Contractor. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONTRACTOR

12.1 Monthly Statements - The Contractor shall submit to the County a sworn statement along with the Certificate for Payment, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Contractor's fees due as provided in Article 8. This data shall be attached to and/or made available in a digital/electronic format compatible with the County's software alongside the Certificate for Payment Form, and shall include, but not be limited, to the following:

A. Daily Reports;
B. Updated Project Schedule;
C. Daily red line As-Builts drawing(s) review;
D. Provide a billing report with each payment application that shows a breakdown of costs incurred by line item. This report should correspond with the amounts being charged on the Schedule of Values.
E. Provide backup copies of all invoices that the County is being billed for, including vendor invoices, payments to subcontractors, cell phone statements, insurance, petty cash receipts, etc. These invoices should be coded by the line item that they correspond to on the billing report and Schedule of Values.
F. Provide backup copies and documentation of all costs incurred under General Conditions.
G. Provide backup copies of all payroll that details which labor amounts were paid to whom on a weekly basis.
H. Provide copies of all subcontractor contracts.

* The amounts charged on the Payment Application must be accurate and correspond with the total dollar amount of backup provided by the Contractor.

Payment by the County to the Contractor of the statement amount shall be made in accordance with Section 218.735, Florida Statutes.

Five percent of each payment shall be held by the COUNTY as retainage until Final Completion, provided the retainage is not the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, Florida Statutes or otherwise the subject of a claim or demand by the COUNTY.

County may refuse to certify payment and withhold a Certificate for Payment in whole or in part, in accordance with subsection(s) above, to such extent as may be reasonably necessary to protect the County from loss because of:

A. defective work not remedied;
B. third party claims filed or reasonable evidence indicating probably filing of such claims;
C. failure of Contractor to make payments properly to subcontractors, consultants, or for labor, materials or equipment;
D. evidence that the Project cannot be completed for the unpaid balance of the G.M.P., as adjusted;
E. evidence that the Work will not be completed by the Scheduled Completion Date, as adjusted, and that the unpaid balance would not be adequate to cover the liquidated damages for the anticipated delay;

F. failure to carry out the Work of the Project in accordance with the Contract Documents; or

If the County is unwilling to certify payment in the amount of the Application for Payment submitted by the Contractor, County will provide Contractor with written reasons for its refusal, within three (3) calendar days from date of receipt. If Contractor and County cannot agree on a revised amount, County will, within one (1) day of the aforesaid notification, promptly issue a Certificate for Payment as to the undisputed amount with respect to which County concurs.

12.2 Final Payment - Final payment constituting the unpaid balance of the Cost of the Project and the Contractor's fee, shall be due and payable in accordance with Florida Statutes after an *acceptable* Certificate of Final Completion has been issued **and all contractual closeout obligations have been met by the Contractor**. Before issuance of final payment, the Contractor, subcontractors and agents shall submit original, sworn, notarized statements that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, Final As-Builts in red-lined .pdf format acceptable to the County, have been submitted and instruction and documentation for the County's operating and maintenance personnel is complete.

12.3 Payments for Materials and Equipment - Payments may be made for material and equipment not incorporated in the work but insured, itemized, delivered and suitably stored at the site or another location subject to prior approval and acceptance by the County on each occasion.

12.4 Withholding Payments to Subcontractors - The Contractor shall not withhold payments to Subcontractors if such payments have been made to the Contractor. Should this occur for any reason, the Contractor shall immediately return such monies to the County, adjusting pay requests and project bookkeeping, as required.

ARTICLE 13
COUNTY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

13.1 When permitted by law, the County reserves the right to perform construction or operations related to applicable Task Orders with the County's own forces. The County may also award separate contracts in connection with other portions of certain projects or other construction or operations on the site under conditions identical or substantially similar to those outlined herein. If the Contractor claims that a delay or additional cost is involved because of such action by the County, the Contractor shall make such claim as provided in this Contract.

13.2 The County shall provide for coordination of the activities of the County's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the County in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the County until subsequently revised.

13.3 Unless otherwise provided in the Contract Documents, when the County performs construction or operations with the County's own forces, the County shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

13.4 The Contractor shall afford the County and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities onsite, when necessary and appropriate, and shall coordinate with the Contractor's construction and operations with the County and/or separate contractors, as required.

13.5 If part of the Contractor's Work depends on work conducted by the County or a separate contractor, then the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer or County apparent discrepancies or defects in such other work that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the County's or separate contractor's completed or partially completed work is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

13.6 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof.

13.7 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the County or separate contractors.

ARTICLE 14
MISCELLANEOUS

14.1 Interest - Any monies not paid when due to either party under a Task Order shall not bear interest except as may be permitted by Section 218.70 et seq., Florida Statutes, ("The Local Government Prompt Payment Act").

14.2 Harmony - Contractor is advised and hereby agrees to exert every reasonable

and diligent effort to assure that all labor employed by Contractor and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and Contractors now or hereafter on the site of the Project.

Contractor further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Contractor's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non- membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

14.3 Apprentices - If the Contractor employs apprentices on the project, the behavior of the Contractor and the County shall be governed by the provision of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Contractor will include a provision similar to the foregoing sentence in each subcontract.

14.4 Minority Participation - The Contractor shall *diligently attempt* to award his material contracts, subcontracts and sub-subcontracts to firms having a letter of certification as a minority business from the "Office of Minority Business Assistance, Department of General Services, or any other Federal, Florida County or City certification.

14.5 Minority Employment Information - The Board of County Commissioners requires contractors on construction contracts that would otherwise be required to file an EEO Form 1 Report under Federal Law (currently Federal law requires filing for employers with more than 15 employees), to submit an EEO Form 1 Report with the submission of their G.M.P. This requirement extends to any subcontractors who are required to submit the EEO Form 1 Report (over 15 employees) under Federal law. Failure to submit an EEO Form 1 Report with your G.M.P. will be reason to declare your proposal "non-responsive" to the proposal requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis to award a contract. See **Attachment "D"**.

14.6 Copyright Clause No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this contract shall be subject to copyright by Contractor in the United States or any other Country.

[ATTACHMENTS TO FOLLOW]

ATTACHMENT "A"

DIRECT PURCHASING PROCEDURE
CONSTRUCTION MANAGEMENT
CONTRACT

INTENT: The County intends for these procedures to govern the County's direct purchases of selected materials so that the County may take advantage of its tax-exempt status. All monies which would have been payable as taxes, if not for County direct purchase under these procedures, will inure solely to the benefit of the County. The County's direct purchase of materials will not minimize or conflict with the Contractor's responsibility for the purchase, installation, coordination, storage, protection, warranty, etc. of the materials as described herein and in the plans and specifications of the Contract. The Contractor acknowledges that it retains all rights, obligations, and responsibilities outlined herein for any items the County purchases directly, and the Contractor shall be responsible for ensuring the provisions outlined in the Contract are followed and enforced against any suppliers and/or subcontractors.

Definitions: For the purpose of these Procedures, the following words have the following definitions.

a) Contract: Construction Contract between Brevard County, Florida, and the Contractor.

b) County Purchased Materials: Materials purchased directly by the County through execution and delivery of a Purchase Order.

c) G.M.P. - Guaranteed Maximum Price established under the Contract.

d) Materials: Tangible Personal Property necessary for completion of the Project.

e) Materials Deduction Summary: Written document signed by County's representative and Contractor setting forth the amounts of County Purchased Materials, plus applicable taxes were the purchase not exempt from such taxes, as reflected in the parties' previously executed deductive change order(s) to the Contract showing deduction of such Materials from the G.M.P.

f) County: See Definition in Article I, section 1.3.

g) County's Representative: See Definition in Article I, section 1.3.

h) Project: See Definition in Article I, section 1.3.

i) Purchase Order: The County's request for Materials from a particular vendor or supplier when fully executed and delivered to the Contractor, and the County's promise to pay for the Material specified upon delivery and acceptance at the Project Site, and presentation of an invoice by the Contractor to the County certifying payment of same.

j) Material Requisition: A request by the Contractor to the County that the County directly purchase specific items described in sufficient detail, including quantity, grade, brand, etc., along with the vendor or material supplier and that vendor or material supplier's quoted price for the Materials.

Overview: The County requires the Contractor to notify the County's Representative of Materials needed for the Project exceeding $5,000.00 in value, through a Material Requisition form. For the purpose of these Procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the Materials described in the Material Requisition.

Any Materials purchased by County pursuant to these Procedures shall be referred to as "County Purchased Materials", and the responsibilities of the County and Contractor relating to such County Purchased Materials shall be governed by the terms and conditions of these Procedures, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. The invoiced amount of County Purchased Materials and applicable sales tax had the purchases not been tax exempt, once finalized through the County's Purchase Order and after confirmation of completed delivery and acceptance pursuant to this Procedure, will be deducted from the G.M.P., as defined in the Contract, by deductive change order or crediting the deducting allowance within the G.M.P. as applicable.

County Direct Purchasing Requirements and Procedures: When Materials purchased for the Project are estimated to be $5,000 or greater and time will allow for County Direct Purchase, Contractor shall prepare a Material Requisition form, *(to be provided by the County)*, acceptable to County, and which specifically identifies the Materials which County may, in its discretion, elect to purchase directly. The Material Requisition form shall be complete when submitted, subject to modifications by the County that seek to ensure this Contract is adhered to and the work is completed within the timeframes established in the Task Order, and all information requested provided. Along with the Material Requisition the Contractor must provide:

a) The name, address, telephone and fax number and contact person for the material supplier;
b) Manufacturer or brand, model or specification number of the item;
c) Quantity needed as estimated by Contractor;
d) The price quoted by the supplier for the Materials identified therein;
e) Any sales tax associated with such quote if it were not purchased by a tax-exempt entity;
f) Shipping and handling cost, including associated insurance;
g) Delivery dates as established by the Contractor;
h) Subcontractor's written acknowledgment of these Procedures for County Direct Purchase of Materials.

After receipt of the Material Requisition, the County's Representative will determine whether the County will directly purchase the Materials described in the Material Requisition, and communicate consent or decline to purchase the materials to the Contractor within twenty-four (24) hours, excluding weekends and holidays. Brevard County's Purchasing Division shall be the County's approving authority on Purchase Orders of County Purchased Materials, but the Purchasing Division must coordinate with the Facilities Department and the County Attorney's Office to ensure proper implementation of this Procedure. Any necessary documents, including, but not limited to, tri-party agreements for the item(s) purchased under this Procedure will be executed, as needed, by all parties. If the County consents to purchase the Materials, the County shall issue a Purchase Order for same. The County shall issue the original Purchase Order, and the Contractor shall deliver the Purchase Order to the subcontractor. The Purchase Order shall require (1) that the supplier provide the required shipping, (2) that the supplier provide the required shipping and handling insurance, and (3) delivery of the County Purchased Materials on the delivery dates provided by the Manager in the Material Requisition.

The Contractor shall be fully responsible for all matters relating to the receipt of County Purchased Materials under these Procedures, including, but not limited to, preparation of shop drawings and submittals, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials due to the negligence of the Contractor. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the Materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of Materials through installation. The Contractor agrees to indemnify and hold the County harmless from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of Contractor.

The Contractor shall ensure that County Purchased Materials conform to the Specifications, and determine prior to incorporation into the Work, if such Materials are patently defective, and whether such Materials are identical to the Material ordered and match the description on the bill of lading. As County Purchased Materials are

delivered to the job site, the Contractor shall inspect all shipments from the suppliers, and, if in conformance with the Purchase Order, approve the vendor's invoice for materials delivered. The Contractor shall assure that each delivery of County Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of an itemized delivery ticket, packing slip or invoice from the supplier conforming to the Purchase Order against which the purchase is made, together with such additional information as the County may require. The Contractor will then forward the documentation to the County.

If the Contractor discovers defective or non-conformities in County Purchased Material upon inspection, the Contractor shall not use such non-conforming or defective Materials in the Work and instead shall promptly notify the County of the defective or non-conforming conditions and coordinate the repair or replacement of those Materials without any undue delay or interruption to the Project. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. If the Contractor fails to perform such inspection, the condition of which the Contractor either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to the County resulting from Contractor’s incorporation of such Materials into the Project, including liquidated or delay damages. Specific consideration has been given for this provision.

On a bi-weekly basis, Contractor shall be required to review invoices submitted by all suppliers of County Purchased Materials delivered to the Project Site during that month and either concur or object to the County's issuance of payment to the suppliers, based on Contractor’s records of materials delivered to the site. In order to arrange for the prompt payment to the supplier, the Contractor shall provide to the County a list indicating the acceptance of the goods or materials within fifteen (15) days of receipt of said invoice for goods or materials. The list shall reference the applicable purchase order and include a copy of the invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation in duplicate, the County shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be delivered directly to the supplier. If any discounts are available from the supplier or vendor, they shall accrue to the benefit of the County, and the amount quoted by the vendor, plus applicable tax, shall be deducted from the G.M.P. or credited to the deductive allowance as applicable. The Contractor agrees to assist the County to immediately obtain partial or final releases or waivers as appropriate.

Following performance of the Purchase Orders by the suppliers, and submittal of documentation confirming same to County with an invoice for payment by County, the Contractor shall execute and deliver to the County at the end of each month along with the Contractor regular pay requests, a Materials Deduction Summary setting forth the full value of all County Purchased Materials, plus all taxes which would have been payable on the purchase of the Materials had they not been County purchased. The Materials

Deduction Summary shall show all sums to be deducted by an appropriate deductive change order, and ultimately the G.M.P., to date. The Board of County Commissioners, or their authorized representative, shall be the approving authority for the County on the Materials Deduction Summary for County Purchased Materials.

The Contractor shall maintain records of all County Purchased Materials incorporated into the Work. These records shall be available for inspection by the County upon request.

Notwithstanding the delivery of County Purchased Materials to the Project Site for the Contractor's inspection, custody and incorporation into the Work, the County shall retain legal and equitable title to any and all County Purchased Materials. The transfer of possession of County Purchased Materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor solely for the purposes set forth herein. The County shall be considered the bailer and the Contractor the bailee of the County Purchased Materials. County Purchased Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or are returned to the vendor or supplier at the discretion of the Contractor prior to payment for the Purchase Order by County.

The County, in its sole discretion, may purchase and maintain any necessary insurance sufficient to protect against any loss or damage to County Purchased Materials. Such insurance shall cover the full value of any County Purchased Materials not yet incorporated into the Project from the time the County first takes title to any of such County Purchased Materials and the time when the last of such County Purchased Materials is incorporated into the Project, or are returned to the vendor at the Contractor’s discretion prior to County's payment for same. This does not relieve the Contractor from purchasing and/or having in place any necessary policies of insurance to protect the County against any loss(es) associated with or relating to the County Purchased Materials for which the Contractor is responsible.

The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or any extra costs or time resulting from any delay in the delivery of, or defects in, County Purchased Materials. The Contractor shall be responsible in any and every way for ensuring the materials and timelines required herein are met subject to Article 10.2 of this Contract unless the delay is directly caused by the action or inaction of the County.
TIME IS OF THE ESSENCE WITH THIS CONTRACT SUBSTANTIAL HARM WILL BE DONE TO THE COUNTY IF CONTRACTOR FAILS TO MEET THE TIMELINES ESTABLISHED IN THE TASK ORDER.

ATTACHMENT "B"

ORDINANCE 98-37

AN ORDINANCE AMENDING CHAPTER 2 OF THE BREVARD COUNTY CODE TO CREATE ARTICLE VII, A PROCEDURE FOR PREQUALIFYING CONSTRUCTION CONTRACTORS, FOR COMPETITIVE BIDDING CRITERIA AND FOR DEBARMENT OF CONSTRUCTION CONTRACTORS AND SURETIES; PROVIDING FOR ALTERNATIVE CONSTRUCTION DELIVERY METHODS; PROVIDING FOR PREQUALIFICATION AND COMPETITIVE BIDDING CRITERIA, PROCEDURE, AND FOR A STANDARD OF PROOF; PROVIDING FOR EDITING OF THE ORDINANCE FOR INCLUSION WITHIN THE BREVARD COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 255.20, Fla. Stat. (1997) requires that standards and procedures for determining the lowest qualified and responsive bidder or award of a construction contract under any delivery method be established if a bidder is selected for any reason other than price; and

WHEREAS, the Board has determined that it is in the public's best interest to provide such standards and procedures so that the Board may select the most qualified and responsive bidder; and

WHEREAS, the Board has determined that it is in the public's best interest to prevent construction firms and sureties who have defaulted on a previous contract with the County from future bidding on County projects through a debarment procedure;

THEREFORE, be it ordained by the Board of County Commissioners of Brevard County, Florida as follows:

Section 1: Chapter 2 of the Brevard County Code shall be amended to create Article VII as follows:

1. DEFINITIONS: The following words shall have these meanings throughout this article:

   "AFFECTED PARTY" means an individual or business which has submitted a bid, offer, proposal, quotation, or response which is rejected, or is found unqualified under the provisions of this article, or which would be selected if a low bidder was found unqualified or nonresponsive.

   "BOARD" means the Board of County Commissioners of Brevard County, Florida.

“COMMITTEE” means two or more persons designated to evaluate prequalification and responsiveness criteria. Committees established by the County Manager may be intradepartmental, or include representatives of several departments interested in the administration and success of the construction project.

“DEBARMENT” means the exclusion for cause of a vendor or contractor, or subcontractor from bidding or doing business with the County on a temporary or permanent basis.

“MINOR IRREGULARITY” means a variation from the Invitation to Bid which does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the agency.

“QUALIFIED BIDDER” means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to fully perform the contract requirements, and has the financial stability, honesty, integrity, skill, business judgement, experience, facilities and reliability necessary to give reasonable assurance of good faith and performance.

“REQUEST FOR QUALIFICATION” (“RFQ”) means the process by which the County may prequalify individuals or businesses for a particular project before requesting bids for the project, thereby limiting the pool of bidders to these prequalified.

“RESPONSIVE BIDDER” means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which conforms in all material respects to the solicitation, including but not limited to compliance with the submittal of specified insurance and bond requirements.

1. Any County contract for the construction or improvement of a public building, structure, or other public construction work that is estimated in accordance with general accounting principles to have construction costs of more than fifty thousand dollars ($50,000.00) shall be competitively awarded to the lowest, qualified and responsive bidder in accordance with this article, unless the project (1) fits within exceptions set forth in s. 255.20, Fla. Stat., as amended from time to time, (2) is a contract governed by the Consultant’s Competitive Negotiation Act, or (3) is awarded under another contract delivery method authorized by this article. Nothing in this article shall be construed to require competitive award of every County construction work, nor to prohibit the Board from rejecting all bids if competitively bid, or to prevent the Board from waiving minor irregularities in any bid.

2. (a) Potential lump sum bidders responding to a request for qualifications are required to submit information required by this article and as identified in the RFQ

package. A committee identified in the RFQ package will determine whether a potential bidder is qualified and responsive as defined in this article.

(b) For projects advertised for lump sum bid without prior prequalification, the apparent low bidder, after the formal bid opening, will be required to submit the following prequalification information identified in the bid package within five (5) business days after the bid opening. Failure to provide prequalification information within this time frame may be considered as grounds for finding the apparent low bidder nonresponsive. If the apparent low bidder cannot provide adequate documents for review, or the submitted documents indicate the apparent low bidder or any subcontractors are not qualified, or if the bidder's package is determined to be nonresponsive, the Committee will reject the bidder or any of its subcontractors. In the event the bidder is found unqualified or non-responsive, the apparent second low bidder will be contacted and afforded the previous mentioned five (5) days to submit pre-qualification documents. This process will continue until the lowest qualified and responsive bidder is established. In the event that a subcontractor is found unqualified or non-responsive, the potential bidder or prime contractor will have five (5) business days to submit a substitute subcontractor for the same bid price or withdraw the original bid.

(c) In addition to lump sum contracts for construction, the Board may use the following delivery methods for construction or improvement of a public building, structure, or other public construction work: construction manager, design/build, or continuing contracts based on unit prices. The Board may also enter into continuing contracts with Contractors using the pre-qualification procedure set forth herein for potential lump sum bidders. The individual projects shall be awarded under a continuing contract using the following criteria:

> Ability of professional personnel given project's special characteristics; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms available under continuing contract; volume of work previously awarded to each firm under a continuing contract provided distribution does not violate the principle of selection of the most qualified firm for the project; previous experience on County projects.

The County Manager will establish procedures for the Board to hear any affected party with a complaint or appeal as to any recommendation or finding made pursuant to this article. Any affected party's complaint or appeal must be presented, in writing, to the County Manager's office within five (5) business days of the posting of a committee's decision.

(d) At the completion of each competitively awarded County construction project, the County department which administered the construction contract shall

complete an evaluation of the contractor's performance on a form to be established by the County Manager. The department may also complete evaluations of critical subcontractors using the same form. All such records shall be copied to the party evaluated and maintained by County Purchasing. Any party evaluated may submit a written response of any length, which response shall be filed with the evaluation.

3. Potential bidders, the apparent lowest bidder, or the person providing services under any other contract delivery method, and applicable subcontractors identified in the bid or request for qualification package for any County construction project which is to be competitively awarded shall be evaluated to determine whether the bidder and its subcontractors are qualified. In evaluating qualifications, the County shall consider the following information:

    - A Contractor's Pre-Qualification Statement for the prime contractor and subcontractors performing parts of work identified in the bidding documents as critical to the project's success. The Pre-Qualification Statement shall be provided on a form to be established by the County Manager;

    - Most current financial statement, but not more than one (1) year old, indication of bondability, or, if project is under $100,000, other evidence of financial capability as identified in the bid documents;

    - Resumes of Contractor and Subcontractor's key personnel, including project manager and superintendent levels, showing job history, education related to work to be performed and any license, training, and experience related to the work which that individual will perform;

    - List of subcontractors and suppliers, and items of work to be performed by the Contractor's own work force;

    - County evaluations of the performance on County projects;

    - References obtained from individuals or businesses with whom the contractor or subcontractor has performed work or conducted business;

    - Any other relevant qualifications, data or information identified in the bidding documents to be critical to the success of the project.

4. The County Manager will establish committees which may debar a contractor, contractor's key personnel, contractor's surety, subcontractor and subcontractor's key personnel, or any entity which key personnel are later employed or retained by in a supervisory position, from bidding on any County project under the circumstances enumerated below. The decision to disbar is

discretionary, the seriousness of the offense and all mitigating factors should be considered in making the decision to disbar. The notice of debarment shall state the time when such debarment will be lifted, if ever, and the contractor's right to appeal such debarment to the Board of County Commissioners under the Board's regular agenda. The Board reserves the power to waive or lift any committee-imposed suspension or debarment.

An individual or business may be *permanently* debarred for any of the following reasons:

- Conviction or a judgment obtained in a court of competent jurisdiction for:
- Commission of a fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a pubic contract
- Violation of any Federal or State of Florida anti-trust or anti-racketeering statutes arising out of submission of bids or proposals;
- Commission of embezzlement, theft, forgery, bribery, falsification of or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a County contractor, subcontractor or vendor;
- If the conviction or judgment is reversed on appeal, the debarment shall be removed upon receipt of notification thereof.

Competent and substantial evidence of a violation of a County contract provision, as set forth below, when the violation is of a character so as to justify debarment action such as:

- Failure to perform in accordance with the specifications or delivery requirements in a contract;
- A history of failure to perform, or of unsatisfactory performance, in accordance with the terms of one or more contracts; provided, that such failure or unsatisfactory performance is within a reasonable period of time preceding the determination to debar. Failure to perform for unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered as a basis of debarment.

Upon adequate evidence, an individual or business may be *temporarily* debarred for a period up to three (3) years based upon substantial evidence of involvement in any of the causes cited in paragraph (b) above.

Section 2: Inclusion in Code: It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Brevard County Code; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intentions.

Section 3: Severability: If any provision of this ordinance is held to be illegal or invalid,

the other provisions shall remain in full force and effect.

Section 4: Effective Date: This ordinance shall become effective upon filing as provided by law. A certified copy of the ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment.

ATTACHMENT "C"

PUBLIC CONSTRUCTION BOND
(Payment and Performance)
Bond No. _____

BY THIS BOND, We _____, having its principal place of business at _____, (___) _____-_____, herein called Principal, and _____, having its principal place of business at _____, (___) ____-_____, a corporation as Surety, are bound to Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called County, in the sum of _____. ($_____.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number_____dated_____between Principal and County for construction of _____ located at _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees,

including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. This Bond shall be recorded in the public records of Brevard County, Florida, at the Principal's expense. A certified copy of this recorded Bond shall be provided to the County. No payments shall be made to the Principal until the Bond has been recorded and a certified copy has been provided to the County.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this ___ day of _____, 20__.

Witness:

_____
Principal

Its: _____
Title

SEAL

_____
Surety

Its:_____
Title

SEAL

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____certify that I am the Secretary of the Corporation named as Principal in the within bond; that_____who signed the said bond on behalf of the Principal, was then_____of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____(Seal
) Secretary

STATE OF _____)
ss
COUNTY OF _____)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared_____to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the _____and that said individual has been authorized by____to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this___day of_____, 20___, A.D.

(Attach Power of Attorney) _____
Notary Public
State of Florida-at-Large

My Commission Expires:_____
My Commission Number is: _____

ATTACHMENT "D"
MINORITY EMPLOYMENT INFORMATION

The Board of County Commissioners requires construction contracts, who would otherwise be required to file and EEO Form 1 Report under Federal Law (currently Federal law requires filing for employers with more than 15 employees), to submit an EEO Form 1 Report with the submission of their G.M.P. This requirement extends to any subcontractors who are required to submit the EEO Form 1 Report (over 15 employees) under Federal law. Failure to submit an Acknowledgment and/or EEO Form 1 Report with your G.M.P. will be reason to declare your proposal "non- responsive" to the proposal requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis to award a contract.

Please fill out and sign one (1) of the following statements:

1. My Company or subcontractors are required to submit the EEO Form 1 Report and they are attached.

   Company Name: _____
   Signature: _____ Date: _____

2. My Company or subcontractors are not required to submit the EEO Form 1 Report.

   Company Name: _____
   Signature: _____ Date: _____

ATTACHMENT "E"
CERTIFICATE OF FINAL COMPLETION

PROJECT NO. & TITLE:
ARCHITECT: CONTRACTOR:
CONTRACT DATE: DATE OF FINAL COMPLETION:

CERTIFICATE OF ARCHITECT/ENGINEER
Based on my inspections and investigation of the Contractor's work under the above referenced contract, I certify that the work, in general, has been completed in accordance with the contract documents, that all matters previously brought to the Contractor's attention as incomplete or defective have been resolved pursuant to my direction, and that the Contractor has submitted the attached sworn affidavit as evidence that the Contractor has paid all labor, materials, and other charges against the project in accordance with the terms of the Contract.

A/E Firm Name:_____
By: _____

TO BE COMPLETED BY ARCHITECT/ENGINEER: DATE: DAYS:

THROUGH THE SUBSTANTIAL COMPLETION PHASE

1. Notice to Proceed (N.T.P.)
2. Time Specified in Original Contract for Substantial Completion (S.C.)
3. Extension Granted By Change Orders (Days Between Original Contract S.C. and Final Contract S.C.)
4. Total Days Allowable to Substantial Completion (Add Lines 2 and 3)
5. Project Substantially Completed as Certified by A/E (Total Days from NTP through Date Certified by A/E)
6. Substantial Completion Overrun (Subtract Line 4 from 5 and Enter Overrun)

THROUGH THE FINAL COMPLETION PHASE

1. Time Specified in Contract, Between Substantial and Final Completion
2. Extensions Granted by Change Orders (Days Between S.C. and Final Completion)
3. Total Days Allowable Between Substantial Completion and Final Completion (Add Lines 1 and 2)
4. Date Actually Completed and Total Days Between and Date Certified by A/E as Actually being Finally Completed).
5. Final Completion Overrun (Subtract Line)

Architect:_____Date:

Project Manager:_____Date:

Facilities Contractor:_____Date:

ATTACHMENT B
FEDERAL CONTRACT REQUIREMENTS

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS

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

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

2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

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

4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act**: (For all contracts in excess of $150,000)

Clean Air Act –

i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

iii. The consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment**:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to

remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):**

Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with each bid or offer exceeding $100,000)

The Consultant certifies, to the best of his or her knowledge, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials**:

In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg- program.

13. **Additional FEMA Requirements**:

A. **Access to Records**:

i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags**:

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders**:

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government**:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts**:

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

CONTINUING CONSTRUCTION MANAGER CONTRACT

AMERICAN RESCUE PLAN ACT
Contract Clauses required under 2 CFR Part 200 and Appendix II to 2CFR Part 200 (85 FR 49577, effective date November 12, 2020)

The following provisions apply to this Contract, are part of the Contract documents, and control over any conflicting provisions to other contract provisions:

(1) VIOLATION OR BREACH OF CONTRACT TERMS

See the following Contract provisions:

Force Majeure, see Section 10

Termination, see Section 27.

Dispute Resolution, see Section 26.

(2) EQUAL EMPLOYMENT OPPORTUNITY

The provisions of this Section apply to "federally assisted construction contracts" as defined in 41 CFR Part 60-1.3

(A) 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.

(B) 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.

(C) 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.

(D) 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.

(E) 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.

(F) 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.

(G) 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.

(H) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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 the 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 Owner 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 Owner 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 Owner 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 Owner 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.

(3) CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The provisions of this section apply to construction contracts in excess of $100,000 that use mechanics or laborers, as required by 40 U.S.C. 3702 and 3704 as supplemented by 29 CFR Part 5.

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 to work for the Contractor or subcontractor in excess of forty hours in a workweek for which he or she is employed by the Contractor/subcontractor unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate for all hours worked in excess of forty hours in such workweek.

Additionally, neither the Contractor or any subcontractor shall require any laborer or mechanic employed in the performance of the work under this Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation.

(4) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The provisions of this Section apply to contracts and subgrants of amounts in excess of $150,000.

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q).

(B) 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. 1251-1387).

(C) The Contractor agrees to report each violation to the County. The Contractor and the County will, in turn, report each violation to the United States Treasury, and the Regional Office of the Environmental Protection Agency (EPA).

(5) DEBARMENT AND SUSPENSION

The provisions of this section apply to subcontracts with a value equal or in excess of $25,000.

(A) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

(B) SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(C) The Contractor verifies and certifies the neither the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (as defined at 2 CFR 180.940) or disqualified (defined at 2CFR Section 180.935) from participating in this Contract.

(D) The Contractor certifies and agrees to comply with 2 CFR Part 180, Subpart C throughout the term of the Contract and agrees to include a requirement to comply with these regulations in any lower tier covered transaction entered into by the Contractor with subcontractors.

(E) These certifications are material representations of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C, in addition to the remedies available to the Owner, the State of Florida, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

(6) BYRD ANTI-LOBBYING AMENDMENT.

The provisions of this Section apply to contracts valued at $100,000 or more.

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

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(C) The Contractor 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.

(D) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(7) PROCUREMENT OF RECOVERED MATERIALS

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(8) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(A) The Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) 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 part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(b) Telecommunications or video surveillance services provided by such entities or using such equipment.

(c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(B) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(C) See Public Law 115-232, section 889 for additional information.

(D) See also 2 CFR 200.471.

(9) DOMESTIC PREFERENCES FOR PROCUREMENTS

(A) As appropriate and to the extent consistent with law, the County, given federal funds are being used to fund this Contract, informs the Contractor of the preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(B) For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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.

CERTIFICATION OF COMPLIANCE WITH AMERICAN RESCUE PLAN ACT
REQUIRED CONTRACT CLAUSES

This certification involves a continuing consultant contract proposed by Brevard County part or all of which work via executed Task Orders will be funded with funds received by Brevard County under the American Rescue Plan Act.

I certify, as the undersigned prospective consultant contractor or subcontractor, that I have read the clauses set forth in "AMERICAN RESCUE PLAN ACT, Contract Clauses required under 2 CFR Part 200 and Appendix II to 2CFR Part 200," (as titled below), understand and agree to the incorporation of the requirements and clauses into the Request for Qualifications and as Special Provisions in the Contract documents, as Attachment C, in any resulting contract which may be executed between the County/Owner.

(1) VIOLATION OR BREACH OF CONTRACT TERMS
(2) EQUAL EMPLOYMENT OPPORTUNITY
(3) CONTRACT WORK HOURS AND SAFETY STANDARD ACT
(4) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
(5) DEBARMENT AND SUSPENSION
(6) BYRD ANTI-LOBBYING AMENDMENT
(7) PROCUREMENT OF RECOVERED MATERIALS
(8) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(9) DOMESTIC PREFERENCES FOR PROCUREMENTS

I agree that I will obtain identical certifications from prospective consultant subcontractors prior to the award of any subcontracts. I agree that I will retain such certifications in my files.

Signature of Authorized Official

Erik Costin, Vice President
Name and Title of Authorized Official – print/type

W&J Construction Corporation
Name of Prospective Contractor – print/type

1005 Viera Blvd, Suite 202 Rockledge, FL 32955
Address of Prospective Contractor – print/type

321.632.7660
Telephone Number of Prospective Contractor – print/type

11/15/2022
Date

59-1091576
EIN of Prospective Contractor – print/type

ATTACHMENT C
SAMPLE MODEL RELEASE

PHOTO RELEASE FORM

I, _____ (full legal name of person being photographed), freely and voluntarily, for good and valuable consideration, the receipt of which is acknowledged, give irrevocable right and permission to **[insert name of CONTRACTOR]** and Brevard County with respect to the photographs and video taken, to copyright the same, in its own name or otherwise, to use, re-use, publish, and re- publish, and otherwise reproduce, modify and display the same, in whole or part, individually or in conjunction with other photographs, and in conjunction with other copyrighted matter, in any and all media now or hereafter known, for any commercial use, including but not limited to promotion, art, advertising and trade, publicity, copyright, illustration, publishing, advertising, social media, flyers and web content for any products or services, or other uses as may be determined by **[insert name of CONTRACTOR]** and Brevard County.

This authorization and release inures to the benefit of the legal representatives, licensees and assigns of **[insert name of CONTRACTOR]** and Brevard County. I further release and discharge **[insert name of CONTRACTOR]** and Brevard County from any and all injury incurred during the photography session and from any and all claims and demands, known or unknown, arising out of or in connection with the use of the photographs, including without limitation, any and all claims for libel and/or invasion of privacy.

Payment: I understand there shall be a payment for this release, which is included in the photo session fee.
Royalties: I understand that no royalty, fee, or any other compensation shall become payable to me by reason of such use.
Revocation: I understand that my authorization here may not be revoked.

I further waive any and all rights to review or approve any uses of the images, any written copy, or finished product. I further state that I am of full legal age (eighteen and older), have the right to contract in my own name, and have read and fully understand the terms of this release. This release shall be binding upon me, and my heirs, legal representatives and assigns.

This consent applies to all photos and video taken over the time period _____ to _____.

I agree that my name may be associated as a caption with the images(s) created.

I request that my name NOT be associated with any image created.

Printed Name of Releasee: _____ Date of Birth: _____

Signature of Releasee: _____ Date: _____

Address of Releasee:

_____

Street City State Zip

Witness: _____ Date: _____

If a Minor: I, being the parent or guardian of the above name minor, hereby consent to and join in the foregoing release and consent on behalf of said minor.

Printed Name of Parent/Guardian:_____

Signature of Parent/Guardian:_____

ATTACHMENT D

PUBLIC ENTITIES CRIMES AFFIDAVIT

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____ Erik Costin _____ Date: 7/7/2022

W&J Construction Corporation

ATTACHMENT E
CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

CONTINUING CONSTRUCTION MANAGEMENT (AT RISK) SERVICES
RFQ-6-22-05

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared Erik Costin, who, being by me first duly sworn, made the following statement:

1. The Business address of 1005 Viera Blvd, Ste 202,Rockledge, FL 32955 (name of bidder or contractor) is W&J Construction Corporation.

2. My relationship to W&J Construction Corporation (name of bidder or contractor) is vice president (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. XX (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 7 day of July, 20 22.

DENISE MARSCHHAUSER
MY COMMISSION # GG 251187
EXPIRES: September 7, 2022
Bonded Thru Notary Public Underwriters

_____
Notary Public

My commission expires: 9/7/2022

ATTACHMENT F
DISCLOSURE FORM FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

CONTINUING CONSTRUCTION MANAGEMENT (AT RISK) SERVICES
RFQ-6-22-05
DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / (NO) I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

(YES) / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / (NO) I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / (NO) Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of $50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online:_____

Name of Bidder/Grantee:_____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

_____

Date of Receipt of the Contract/Grant or Gift:_____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name W&J Construction Corporation

Signature: _____ Erik Costin Date: 7/7/2022

Title: Vice President

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 7 day of July, 2022, by (name of person making statement). Erik Costin, VP

Denise Marschhauser

[Notary Seal]

Notary Public

DENISE MARSCHHAUSER
MY COMMISSION # GG 251187
EXPIRES: September 7, 2022
Bonded Thru Notary Public Underwriters

Denise Marschhauser

Name typed, printed or stamped

My Commission Expires: 9/7/2022

X Personally Known OR _____ Produced Identification

Type of Identification Produced _____

RESOLUTION NO. 2023-

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, at the Budget Workshop assembled on the 12th day of September, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-115-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 08/30/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 49,977)	001-3580-519.46-02	PWFBPP	Repair and Maintenance	$ 0	$ 0	($ 49,977)	$ 0
($ 821,000)	001-1600-513.56-15	AFBP21	IT Related Operating ERP	$ 0	$ 0	($ 821,000)	$ 0
$ 392,174	001-0000-389.99-50	PWFBPP	Fund Balance	$ 0	$ 0	$ 392,174	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 478,803)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 49,977	001-3580-519.63-07	PWFBPP	Improvements Other Than Buildings	$ 0	$ 0	$ 49,977	$ 0
$ 821,000	001-3580-519.63-07	PWFBPP	Improvements Other Than Buildings	$ 0	$ 0	$ 821,000	$ 0
$ 392,174	001-3580-519.63-07	PWFBPP	Improvements Other Than Buildings	$ 0	$ 0	$ 392,174	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,263,151	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional Funding Provided by Fund Balance and the ERP Funding, Which will need to be replenished/reassigned in FY24. Provost Park Agenda 23-431. This is to provide the additional budget needed for Provost Park the GMP proposal. Funding sources are from ERP Assigned Fund Balance, Unassigned Fund Balance and a reclass of $49,977 from repairs & maintenance to a capital account.

Current Budget
001-3580-519.63-00 $697,853
001-3580-519.63-07 $49,977
001-3580-519.64-00 $8,000
Total FY23 Budget $755,830

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.

9/5/23 Christi Grant Digitally signed by Christi Grant Date: 2023.09.05 15:30:11 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.09.05 13:37:14 -04'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.09.06 17:13:00 -04'00'
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.09.06 17:12:10 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.09.05 13:37:38 -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 #:	23-468	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	8/1/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	

Title: Approve Multi-Year Piggyback agreements for Fire Equipment sales, service, and supplies with Ten-8 Fire and Safety LLC, Technical Rescue.com, North American Fire Equipment Company(NAFECO), Municipal Equipment Company LLC, Municipal Emergency Services(MES) Inc, Medline Industries Inc, Life-Assist Inc, Henry Schein, Fisher Scientific Company, Bennett Fire Products Company, and All Safe Industries utilizing the Lake County contract awards #22-730A to 22-730K through July 31, 2025, Authorize the City Manager to execute amendments and extensions. (Fire Chief)

Sponsors:

Indexes:

Code sections:

Attachments:
Standard Form for Piggyback Contract No. 22-730F.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730E .pdf
PARTIALLY EXECUTED Revised Standard Form for Piggyback Contract No. 22-730D.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730K.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730J.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730I.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730H.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730G.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730C.pdf
PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-730A.pdf
22-730A(all Safe Industries).pdf
22-730B(Bennett Fire Products Company).pdf
22-730C(Fisher Scientific Com).pdf
22-730D(henry Schein).pdf
22-730E(Life-Assist).pdf
22-730F(Medline).pdf
22-730G(MES).pdf
22-730H(MECO).pdf
22-730I(NAFECO).pdf
22-730J(Technical Rescue.com).pdf
22-730K(Ten-8).pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 1, 2023
Agenda Date: September 12, 2023
Prepared By: Jonathan Lamm, Fire Chief

Through: Jonathan Lamm, Fire Chief
Requested Action:
Approve Multi-Year Piggyback agreements for Fire Equipment sales, service, and supplies with Ten-8 Fire and Safety LLC, Technical Rescue.com, North American Fire Equipment Company(NAFECO), Municipal Equipment Company LLC, Municipal Emergency Services(MES) Inc, Medline Industries Inc, Life-Assist Inc, Henry Schein, Fisher Scientific Company, Bennett Fire Products Company, and All Safe Industries utilizing the Lake County contract awards #22-730A to 22-730K through July 31, 2025, Authorize the City Manager to execute amendments and extensions.

BACKGROUND:

Staff is requesting a multi-year piggyback off of Lake County's bid 22-730 for purchases of fire equipment and fire department operational supplies and services. As a result of bid 22-730, individual contracts were awarded to following vendors: Ten-8 Fire and Safety LLC, Technical Rescue.com, North American Fire Equipment Company(NAFECO), Municipal Equipment Company LLC, Municipal Emergency Services(MES) Inc, Medline Industries Inc, Life-Assist Inc, Henry Schein, Fisher Scientific Company, Bennett Fire Products Company, and All Safe Industries. Entering into a Multi-Year agreement for the Fire Department will ensure a significate cost savings to our citizens for the purchase of fire equipment, service, and supplies needed to for fire operations the contract term of this agreement

Staff is also requesting City Manager approval to execute any amendments and extensions related to these piggyback agreements. All purchases under these agreements 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 equipment, 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 agreements for Fire Equipment sales, service, and supplies with Ten-8 Fire and Safety LLC, Technical Rescue.com, North American Fire Equipment Company(NAFECO), Municipal Equipment Company LLC, Municipal Emergency Services(MES) Inc, Medline Industries Inc, Life-Assist Inc, Henry Schein, Fisher Scientific Company, Bennett Fire Products Company, and All Safe Industries utilizing the Lake County contract awards #22-730A to 22-730K through July 31,

2025, Authorize the City Manager to execute amendments and extensions.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Medline Industries, LP, Three Lakes Drive, Northfield, IL 60093 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730F**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Medline Industries, LP. The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025, with option of (2) two (2) year renewals.

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 the City Manager.

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**
Medline Industries, LP Attn: Chris Powers, VP National Field Sales Three Lakes Drive Northfield, IL 60093 Phone: 800-633-5463 Email: GovBids@medline.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Medline Industries, LP

Entered this _____ day of _____

_____

(Print Name / Title)

_____

(Signature)

_____

(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

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Life-Assist, Inc., 11277 Sunrise Park Drive, Rancho Cordova, CA 95742 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730E**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Life-Assist, Inc. The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025, with option of (2) two (2) year renewals.

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 the City Manager.

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**
Life-Assist, Inc. Attn: Corey Farrar, Contract Specialist 11277 Sunrise Park Drive Rancho Cordova, CA 95742 Phone: 800-824-6016 Email: Quotes@Life-Assist.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Life-Assist, Inc

Entered this _____ day of _____

Carrie Woodworth, Senior Pricing Specialist

(Print Name / Title)

Carrie Woodworth

(Signature)

9/1/2023

(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

DocuSign Envelope ID: CB6EB162-6232-41A0-ABCD-E43CE5EFD849

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Henry Schein, 135 Duryea Rd., Melville, NY 11747 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730D**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL, and Henry Schein. The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025, with option of (2) two (2) year renewals.

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 the City Manager.

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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.

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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.

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E. 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.

DocuSign Envelope ID: CB6EB162-6232-41A0-ABCD-E43CE5EFD849

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**
Henry Schein Attn: Julia Strange, Supervisor EMS 135 Duryea Rd. Melville, NY 11747 Phone: 800-845-3550 Email: julia.strange@henryschein.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

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Henry Schein

Entered this _____ day of _____

Jeff Klingler VP & GM US Specialty Businesses

DocuSigned by: (Print Name / Title)

Jeff Klingler

FAA2918B11AC403...

(Signature)

9/1/2023

(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

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Ten-8 Fire and Safety, LLC, 2950 59th Ave Drive East, Bradenton, FL 34203 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730K. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Ten-8 Fire and Safety, LLC. The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025, with option of (2) two (2) year renewals.

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 the City Manager.

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**
Ten-8 Fire and Safety, LLC Attn: Cindy Morgan, VP of Equip & Rescue Sales 2950 59th Ave Drive East Bradenton, FL 34203 Phone: 800-228-8368 Email: cmorgan@ten8fire.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Ten-8 Fire & Safety, LLC

Entered this _____ day of _____

Cindy Morgan, VP of Equipment and Rescue Sales

(Print Name / Title)

Cindy Morgan

(Signature)

8/25/2023

(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

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with TechnicalRescue.com, Inc., 4973 SW 105th Way, Cooper City, FL 33328 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730J. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and TechnicalRescue.com, Inc. The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025, with option of (2) two (2) year renewals.

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 the City Manager.

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**
TechnicalRescue.com, Inc. Attn: Walter James Knapp, CEO/President 4973 SW 105th Way Cooper City, FL 33328 Phone: 954-818-7121 Email: Sales@Technicalrescue.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

TechnicalRescue.com, Inc.

Entered this _____ day of _____

Walter James Knapp / CEO President

(Print Name / Title)

(Signature)

08/25/2023

(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

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with North American Fire Equipment Co., Inc., 1515 West Moulton St., Decatur, AL 35601 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730I. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and North American Fire Equipment Co., Inc. The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025, with option of (2) two (2) year renewals.

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 the City Manager.

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**
North American Fire Equipment Co., Inc. Attn: Ronald Woodall, Vice President 1515 West Moulton St Decatur, AL 35601 Phone: 256-353-7100 Email: Ronald.woodall@nafeco.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

North American Fire Equipment Co., Inc

Entered this 22 day of August

Ronald Woodall, Vice President

(Print Name / Title)

Ronald Woodall

(Signature)

8-22-23

(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

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Municipal Equipment Company, LLC (MECO), 408 Bif Ct., Orlando, FL 32809 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730H. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Municipal Equipment Company, LLC (MECO). The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025, with option of (2) two (2) year renewals.

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 the City Manager.

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**
Municipal Equipment Company, LLC Attn: Mathew Fenneman, President 408 Bif Ct. Orlando, FL 32809 Phone: 800-228-8448 Email: matt@mecofire.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Municipal Equipment Company, LLC

Entered this _____ day of _____

Mathew Fenneman, President

(Print Name / Title)

(Signature)

08/31/2023

(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

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Municipal Emergency Services, Inc. (MES), 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730G**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Municipal Emergency Services, Inc. (MES). The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025, with option of (2) two (2) year renewals.

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 the City Manager.

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**
Municipal Emergency Services, Inc. Attn: Ward Petrie, SVP Finance 12 Turnberry Lane, 2nd Floor Sandy Hook, CT 06482 Phone: 727-521-2135 Email: wpetrie@mesfire.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Municipal Emergency Services, Inc. (MES)

Entered this _____ day of _____

Sandy Mays VP Fire Market Sales

(Print Name / Title)

Sandy Mays

Sandy Mays (Aug 22, 2023 14:00 EDT)

(Signature)

Aug 22, 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

Standard Form for Piggyback Contract No. 22-730G

Final Audit Report 2023-08-22

Created:	2023-08-22
By:	Pat boccio (pboccio@mesfire.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqWoKFgN9qY_gBQid4a2NkOFrbS549dr6

"Standard Form for Piggyback Contract No. 22-730G" History

Document created by Pat boccio (pboccio@mesfire.com)
2023-08-22 - 5:29:10 PM GMT

Document emailed to mayssandra@aol.com for signature
2023-08-22 - 5:29:39 PM GMT

Email viewed by mayssandra@aol.com
2023-08-22 - 6:00:23 PM GMT

Signer mayssandra@aol.com entered name at signing as Sandy Mays
2023-08-22 - 6:00:50 PM GMT

Document e-signed by Sandy Mays (mayssandra@aol.com)
Signature Date: 2023-08-22 - 6:00:52 PM GMT - Time Source: server

Agreement completed.
2023-08-22 - 6:00:52 PM GMT

Adobe Acrobat Sign

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Fisher Scientific Co., LLC, 5907 Hampton Oaks Pkwy, STE D, Tampa, FL 33610 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730C**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Fisher Scientific Co., LLC. The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025.

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 the City Manager.

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**
Fisher Scientific Co., LLC Attn: Michael Botet 5907 Hampton Oaks Pkwy, STE D Tampa, FL 33610 Phone: (407) 687-9509 Email: mike.botet@thermofisher.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Fisher Scientific Co., LLC

Entered this 30th day of August

Michael Bolet / Sales manager

(Print Name / Title)

(Signature)

8/30/23

(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

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with All Safe Industries, Inc., 10711 Electron Drive, Louisville, KY 40299 (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 Lake County - FL, said contract being identified as: Fire Equipment, Supplies and Services, Contract No. 22-730A**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fire Equipment, Supplies and 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 of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and All Safe Industries, Inc. The term of said agreement shall be for the period effective date of the City Mayor signature through 07/31/2025, with option of (2) two (2) year renewals.

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 the City Manager.

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**
All Safe Industries, Inc. Attn: Deborah Paterson, Account Representative 10711 Electron Drive Louisville, KY 40299 Phone: 888-972-3389 Email: Deborah.paterson@allsafeindustries.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

All Safe Industries, Inc.

Entered this 23 day of 2023

Deborah Paterson / Account Representative

(Print Name / Title)

Deborah Paterson

(Signature)

8/23/23

(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

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/1/2023	Contract Number: 22-730A Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: All Safe Industries, Inc. Address: 10711 Electron Drive City: Louisville, KY 40299 ATTENTION: Deborah.paterson@allsafeindustries.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Deborah Paterson Print Name: Deborah Paterson Title: Account Representative Date: 3/15/2023 E-mail: deborah.paterson@allsafeindustries.com Secondary E-mail: sales@allsafeindustries.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.16 08:31:33 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

All Safe Industries				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:	www.allsafeindustries.com			
Warehouse Location(s):	**10711 Electron Drive, Louisville KY 40299**			
Contact Information For Emergency/Disaster Services (24/7)				
Name:	**Steve Haise**			
Email:	steve@allsafeindustries.com			
Emergency Phone:	**502-523-8576**			
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
All Safe Industries	LIST	No/ 6 weeks	Yes	https://www.allsafeindustries.com
RedWave Technology	LIST	No/ 6 weeks	Yes	https://redwavetech.com
Environics	1.00%	No/ 6 weeks	Yes	https://environics.fi/
Teledyne FLIR	3.80%	No/ 6 weeks	Yes	https://www.flir.com/
HazSim	5.00%	No/ 4 weeks	Yes	https://www.hazsim.com/
Kappler	6.00%	No/ 8 weeks	Yes	https://www.kappler.com/
908 Devices	LIST+5%	No/ 8 weeks	Yes	https://908devices.com/
Draeger Safety	5.00%	No/2 weeks	Yes	https://www.draeger.com/en-us_us/Safety
Blackline Safety	1.00%	No/ 2 weeks	Yes	https://www.blacklinesafety.com/
Honeywell RAE Systems / BW Technologies	5.00%	No/ 8 weeks	Yes	Honeywell Portable gas detection
Serstech	8.00%	No/ 8 weeks	Yes	https://serstech.com/
Disaster Management Systems (DMS)	9.00%	No/ 1 week	Yes	https://www.triagetags.com/
Decon 7	5.00%	Yes/ 1 week	Yes	https://www.decon7.com/
Indian Springs Mfg	5.00%	No/ 8 weeks	Yes	https://www.indiansprings.com/
Edwards & Cromwell	5.50%	No/ 2 weeks	Yes	http://edwardsandcromwell.com/
FSI	7.50%	No/ 8 weeks	No	https://www.fsinorth.com/
Pelican Cases	6.50%	No/ 2 weeks	No	https://www.pelican.com/us/en/
Savox	5.00%	No/ 4 weeks	Yes	https://savox.com
TSI-QUEST only	10.00%	No/ 4 weeks	Yes	https://tsi.com/quest/
Dupont	5.00%	No/ 8 weeks	Yes	www.dupont.com
Rupture Seal	7.00%	Yes/ 1 week	Yes	https://ruptureseal.com/
Spilltech	1.80%	No/ 2 weeks	Yes	www.spilltech.com
RKI Instruments	5.00%	No/2 weeks	Yes	https://www.rkiinstruments.com/
UltraTech International	1.00%	No/2 weeks	Yes	https://spillcontainment.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Euramco Group	5.00%	No/2 weeks	No	https://www.ramfan.com
Blantex Inc	LIST	No/2 weeks	No	http://www.blantexinc.com/
Lester L Brossard Company	5.00%	No/2 weeks	No	www.brossardmirrors.com
In Our Gear	5.00%	Yes/ 1 week	Yes	https://www.inourgear.net/
Gastec	5.00%	No/2 weeks	Yes	https://www.gastec.co.jp/en/
Nextteq	4.00%	No/2 weeks	Yes	https://www.nexttegnews.com/
MSA/ Gas Detection	5.00%	No/4 weeks	Yes	https://us.msasafety.com/
Sensit	5.00%	No/4 weeks	Yes	https://gasleaksensors.com/
Kestrel	5.00%	No/4 weeks	Yes	https://kestrelinstruments.com
Kishigo	15.00%	No/2 weeks	Yes	https://www.kishigo.com/
R&B Fabrications	5.00%	No/2 weeks	Yes	https://www.rbfab.com/
Allegro Safety	5.00%	No/4 weeks	No	https://www.allegrosafety.com/
Junkin Safety	5.00%	No/2 weeks	No	https://www.junkinsafety.com/
Husky Portable Containment	2.00%	No/2 weeks	No	https://www.huskyportable.com
Buckeye Fire Equipment	2.00%	No/2 weeks	No	https://buckeyef.com/
Accuform/National Marker Co	8.00%	No/2 weeks	No	https://www.accuform.com/
SE International	2.00%	No/2 weeks	Yes	https://seintl.com/
Advanced Calibration Designs (ACD)	5.00%	No/2 weeks	Yes	https://www.goacd.com/
French Creek Fall Safety	5.00%	No/2 weeks	Yes	https://fcsafety.com/

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730A
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **All Safe Industries, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/11/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: All Safe Industries

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Deborah Paterson*
Date: 4/28/2022

Print Name: Deborah Paterson
Title: Account Representative
Primary E-mail Address: Deborah.paterson@allsafeindustries.com
Secondary E-mail Address: sales@allsafeindustries.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: All Safe Industries

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Deborah Paterson*
Date: 4/11/2022
Print Name: Deborah Paterson
Title: Account Representative
Primary E-mail Address: deborah.paterson@allsafeindustries.com
Secondary E-mail Address: sales@allsafeindustries.com

EXHIBIT A – SCOPE OF SERVICES **22-730**
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

All Safe Industries agrees to Scope of service for Bid 22-730

Deborah Paterson 4/28/22

EXHIBIT B – INSURANCE REQUIREMENTS **22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

All Safe Industries will provide insurance as required by Exhibit B for Bid 22-730

Deborah Paterson 4/28/22

The undersigned hereby declares that: All Safe Industries has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Deborah Paterson

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: All Safe Industries

Street Address: 10711 Electron Drive

City: Louisville State and ZIP Code: KY 40299

Mailing Address (if different): same as above

Telephone: 888-972-3389 Fax: 502-4997989

Federal Identification Number / TIN: 61-1338843

DUNS Number: 942694308

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Deborah Paterson*

Date: 4/11/2022

Print Name: Deborah Paterson

Title: Account Representative

Primary E-mail Address: Deborah.Paterson@allsafeindustries.com

Secondary E-mail Address: sales@allsafeindustries.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

All Safe Industries			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.allsafeindustries.com		
	SHOP LOCATION		
2a	10711 Electron Drive Louisville KY 40299		
2b	Contact Information John Norfleet - Service Mgr john.norfleet@allsafeindustries.com 888-972-3389		
2c	**Labor for Equipment Repair (not under warranty)**	$125.00	**per hour**
2d	**Pickup or delivery services offered?**	No- No local service/ship to service	
2e	**Pick up / delivery fee for Equipment**	$45.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	N/A
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	RAE Systems/BW by Honeywell	$125.00	YES

All Safe Industries				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:	www.allsafeindustries.com			
Warehouse Location(s):	**10711 Electron Drive, Louisville KY 40299**			
Contact Information For Emergency/Disaster Services (24/7)				
Name:	**Steve Haise**			
Email:	steve@allsafeindustries.com			
Emergency Phone:	**502-523-8576**			
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
All Safe Industries	LIST	No/ 6 weeks	Yes	https://www.allsafeindustries.com/Detection?Attribs=211+447&&pi=3
RedWave Technology	LIST	No/ 6 weeks	Yes	https://redwavetech.com
Environics	1.00%	No/ 6 weeks	Yes	https://environics.fi/
Teledyne FLIR	3.80%	No/ 6 weeks	Yes	https://www.flir.com/
HazSim	5.00%	No/ 4 weeks	Yes	https://www.hazsim.com/
Kappler	6.00%	No/ 8 weeks	Yes	https://www.kappler.com/
908 Devices	LIST+5%	No/ 8 weeks	Yes	https://908devices.com/
Draeger Safety	5.00%	No/2 weeks	Yes	https://www.draeger.com/en-us_us/Safety
Blackline Safety	1.00%	No/ 2 weeks	Yes	https://www.blacklinesafety.com/
RAE Systems /BW by Honeywell	5.00%	No/ 8 weeks	Yes	Honeywell Portable gas detection
Serstech	8.00%	No/ 8 weeks	Yes	https://serstech.com/
DMS	9.00%	No/ 1 week	Yes	https://www.triagetags.com/
Decon 7	5.00%	Yes/ 1 week	Yes	https://www.decon7.com/
Indian Springs	5.00%	No/ 8 weeks	Yes	https://www.indiansprings.com/
Edwards & Cromwell	5.50%	No/ 2 weeks	Yes	http://edwardsandcromwell.com/
FSI	7.50%	No/ 8 weeks	No	https://www.fsinorth.com/
Pelican	6.50%	No/ 2 weeks	No	https://www.pelican.com/us/en/
Savox	5.00%	No/ 4 weeks	Yes	https://savox.com
TSI-QUEST only	10.00%	No/ 4 weeks	Yes	https://tsi.com/quest/
Dupont	5.00%	No/ 8 weeks	Yes	www.dupont.com
Rupture Seal	7.00%	Yes/ 1 week	Yes	https://ruptureseal.com/
Spilltech	1.80%	No/ 2 weeks	Yes	www.spilltech.com
RKI	5.00%	No/2 weeks	Yes	https://www.rkiinstruments.com/
Ultratech	1.00%	No/2 weeks	Yes	https://spillcontainment.com/

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/1/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Danny Bennett Print Name: Danny Bennett Title: President Date: March 2, 2023 E-mail: bennettfire@att.net Secondary E-mail: bennett.fire@hotmail.com	Signature: Gretchen Bechtel, CPPB, Contracting Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.03 08:10:21 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 1/17/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9832	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, Suite 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Danny Bennett
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: This Contract Modification Number One (1) adds the following Manufacturer to agreement:

Manufacturer: Veridian Fire Protective Gear

Percentage Off List: 10% off retail price

Freight Included: yes

In Stock / Lead Time: 150 days after receipt of order

Manufacturer's Website: www.veridian.net

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Danny Bennett	Signature: Gretchen Bechtel, CPPB, Contracting Officer II
Print Name: Danny Bennett	Print Name:
Title: President	Title: Contracting Officer
Date: January 27, 2023	Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.01.27 12:25:04 -05'00'
E-mail: bennettfire@att.net	
Secondary E-mail: bennett.fire@hotmail.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

CONTRACT NO. 22-730B
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*
Date: 4/26/2022

Print Name: Richard Danny Bennett
Title: President
Primary E-mail Address: bennettfire@att.net
Secondary E-mail Address: bennettfireweb@gmail.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*
Date: 4/25/2022
Print Name: Richard Danny Bennett
Title: President
Primary E-mail Address: bennettfire@att.net
Secondary E-mail Address: bennettfireweb@gmail.com

EXHIBIT A – SCOPE OF SERVICES **22-730**
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

EXHIBIT B – INSURANCE REQUIREMENTS **22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, 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 Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222, Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Procurement Protest Procedures site.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED**.** The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

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 SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County 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 duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.

Street Address: 195 Stockwood Drive, Suite 170

City: Woodstock State and ZIP Code: Georgia 30188

Mailing Address (if different): PO Box 2458

Telephone: 770-402-9910 Fax: N/A

Federal Identification Number / TIN: 58-2143532

DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Firm's Name Here				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:	www.bennettfireproducts.com			
Warehouse Location(s):	**Woodstock, GA**			
Contact Information For Emergency/Disaster Services (24/7)				
Name:	**Danny Bennett**			
Email:	bennettfire@att.net			
Emergency Phone:	**770-402-9910**			
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
		as of 4/25/22		
Globe Bunker Gear custom	44.00%	10-12 months	yes	www.us.msasafety.com
Cairns Bunker Gear custom	42.00%	10-12 months	yes	www.us.msasafety.com
Globe Accessories	10.00%	30 days	yes	www.us.msasafety.com
Globe Footwear	31.00%	75 days	yes	www.us.msasafety.com
Cairns Helmets custom	25.00%	45 days	yes	www.us.msasafety.com
Cairns Leather Fronts	2.00%	45 days	yes	www.us.msasafety.com
Cairns Helmet Parts	2.00%	30 days	yes	www.us.msasafety.com
PGI Clothing custom	10.00%	3-4 months	yes	www.pgi-inc.com
PGI Hoods and Accessories	2.00%	60 days	yes	www.pgi-inc.com
Firecraft Gloves	5.00%	10 days	yes	www.firecraftsafety.com
Firecraft Gear Bags	2.00%	10 days	yes	www.firecraftsafety.com
Shelby Gloves	5.00%	1-2 months	yes	www.shelbyglove.com
Stanfield Lifeliner Hoods	2.00%	1-2 months	yes	www.lifeliners.com
Black Diamond Rubber Boots	5.00%	4-6 months	yes	www.bdboots.com

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/1/2023	Contract Number: 22-730C Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Fisher Scientific Company, L.L.C. Address: 5907 Hampton Oaks Pkwy, STE D City: Tampa, FL 33610 ATTENTION: Mike Botet Mike.botet@thermofisher.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: Michael Botet Title: Sales manager Date: 4/6/23 E-mail: mike.botet@thermofisher.com Secondary E-mail: mbsec123@gmail.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.04.07 09:06:59 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 9/6/2022	Contract Number: 22-730C Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Fisher Scientific Company, L.L.C. Address: 5907 Hampton Oaks Pkwy, STE D City: Tampa, FL 33610 ATTENTION: Mike Botet Mike.botet@thermofisher.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add an additional manufacturer per the attached pricing sheet.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: Michael Botet Title: Sales manager Date: 2/9/23 E-mail: mike.botet@thermofisher.com Secondary E-mail: mbsec123@gmail.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.02.09 15:08:21 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Firm's Name Here				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:	www.firehouse-systems.com			
Warehouse Location(s):	**New York**			
Contact Information For Emergency/Disaster Services (24/7)				
Name:	**Mike Botet**			
Email:	mike.botet@thermofisher.com			
Emergency Phone:	**407-808-0604**			
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
Firehouse Systems	7.00%	30 days	yes	www.firehouse-systems.com

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730C
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Fisher Scientific Company, L.L.C.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Fisher Scientific

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Michael Botet*

Date: 4/26/2022

Print Name: Michael Botet
Title: Sales Manager
Primary E-mail Address: mike.botet@thermofisher.com
Secondary E-mail Address: mbsec123@gmail.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Fisher Scientific

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Michael Botet*
Date: 4/26/2022
Print Name: Michael Botet
Title: Sales Manager
Primary E-mail Address: mike.botet@thermofisher.com
Secondary E-mail Address: mbsec123@gmail.com

EXHIBIT A – SCOPE OF SERVICES **22-730**
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

EXHIBIT B – INSURANCE REQUIREMENTS **22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Fisher Scientific has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. None

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Fisher Scientific

Street Address: 5907 Hampton Oaks pkwy, suite D

City: Tampa State and ZIP Code: 33610

Mailing Address (if different): Click or tap here to enter text.

Telephone: 407-687-9509 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 23-2942737

DUNS Number: 00-4321519

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Michael Botet*

Date: 4/26/2022

Print Name: Michael Botet

Title: Sales Manager

Primary E-mail Address: mike.botet@thermofisher.com

Secondary E-mail Address: mbsec123@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Fisher Scientific			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.fishersci.com		
	SHOP LOCATION		
2a	5907 Hampton Oaks pkwy, suite D, Tampa, FL 33610		
2b	Pete Klieger- Service Center Manager- 813-495-4408		
2c	**Labor for Equipment Repair (not under warranty)**	$110.00	**per hour**
2d	**Pickup or delivery services offered?**	yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20%
Which does the firm use: Diesel fuel or Gasoline?	both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	65%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	15%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	ThermoFisher CAD	110$/hr	yes
	thermoFisherEnvironmental	110$/hr	yes
	Silent Partner	110$/hr	yes
	908 devices	110$/hr	yes
	Scott Safety flow test	58$/per	yes
	Scott safety hydro test	34$/per	yes
	Respirator fit testing	28$/per	yes

Fisher Scientific				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:	www.fishersci.com			
Warehouse Location(s):	**tampa, atlanta, pittsburgh, california**			
Contact Information For Emergency/Disaster Services (24/7)				
Name:	**Buddy Mills**			
Email:	buddy.mills@thermofisher.com			
Emergency Phone:	**407-952-1077**			
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
3M Scott SCBA	32.00%	30 days	yes	https://www.3m.com/3M/en_US
3M Scott Thermal Imager	11.00%	30 days	yes	https://www.3m.com/3M/en_US
3M Scott parts	25.00%	3 days	yes	https://www.3m.com/3M/en_US
3M Company respirators	20.00%	3 days	yes	https://www.3m.com
908 Devices	2.00%	30 days	yes	https://908devices.com/products
Alco-Lite	12.00%	30 days	yes	https://www.fireladder.com
Amerex	20.00%	3 days	yes	http://www.amerex-fire.com
Ansell gloves	25.00%	3 days	yes	https://www.ansell.com/us/en
ansell chemical suits	10.00%	30 days	yes	www.ansell.com
AEMC	3.00%	30 days	yes	https://www.aemc.com
Anchor Fire Protection	7.00%	30 days	yes	https://www.anchorfireprotection.com
Amkus	3.00%	30 days	yes	https://amkus.com
Ansul	16.00%	30 days	yes	https://www.ansul.com
Ansul/chemguard	12.00%	30 days	yes	www.johnsoncontrols.com
Blackline Safety	14.00%	14 days	yes	https://www.blacklinesafety.com
Biocheck	5.00%	30 days	yes	http://biocheckinfo.com
Blowhard Fans	12.00%	30 days	yes	https://www.blowhardfans.com
Bouton Optical	10.00%	10 days	yes	www.pipglobal.com
Bullard thermal	22.00%	30 days	yes	https://www.bullard.com
Bullard helmet	36.00%	30 days	yes	www.bullard.com
Bullard other	20.00%	30 days	yes	www.bullard.com
Conspace/Savox	5.00%	30 days	yes	https://savox.com
Coast Lights	12.00%	10 days	yes	https://coastportland.com
CMC	15.00%	30 days	yes	https://www.cmcpro.com
Decon 7	5.00%	30 days	yes	https://www.decon7.com
Dragon Fire Gloves	5.00%	30 days	yes	https://www.dragonfiregloves.com
Dupont	35.00%	10 days	yes	https://www.dupont.com
Draeger instrumentation	12.00%	10 days	yes	https://www.draeger.com/en-us_us
Duo Safety	3.00%	30 days	yes	https://www.duosafety.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Edwards and Cromwell	5.00%	30 days	yes	http://edwardsandcromwell.com
Ergodyne	35.00%	10 days	yes	https://www.ergodyne.com
FireSled	2.00%	45 days	yes	https://firesledfitness.com
Fire Innovations	10.00%	10 days	yes	www.fireinnovations.com
FireDex bunker gear	45.00%	90 days	yes	https://www.firedex.com
Fire Dex accessories	25.00%	14 days	yes	www.firedex.com
FireDex helmets	40.00%	45 days	yes	www.firedex.com
firedex boots	40.00%	30 days	yes	www.firedex.com
Fire Wipes	5.00%	14 days	yes	https://firewipes.com
Fox Fire Lites	5.00%	30 days	yes	https://foxfirelites.com
Fox Fury Lights	13.00%	14 days	yes	www.foxfury.com
genesis	2.00%	30 days	yes	www.genesisrescue.com
Gemtor	5.00%	14 days	yes	http://www.gemtor.com
gear wash	2.00%	10 days	yes	www.gearwash.com
Hot Shield	5.00%	30 days	yes	https://www.hotshield.com
High Com	20.00%	30-45 days	yes	https://www.highcomarmor.com
Honeywell instrumentation	18.00%	30 days	yes	https://sps.honeywell.com/us
Innotex accessories	35.00%	14 days	yes	https://innotexprotection.com/en
Innotex Gear	30.00%	90 days	yes	
Justrite	10.00%	10 days	yes	https://www.justrite.com
Kappler	12.00%	30 days	yes	https://www.kappler.com
Kochek	3.00%	30 days	yes	https://kochek.com
KFT	3.00%	45 days	yes	https://www.firetrainer.com
koehler lights	14.00%	10 days	yes	
Lens Lock Body Cam	5.00%	30 days	yes	https://www.lenslock.com
Lion chemical suits	7.00%	30 days	yes	www.lionprotecs.com
Majestic Apparel	cost + 13	30 days	yes	https://majhoods.com
moldex	35.00%	10 days	yes	www.moldex.com
MSA Gas Detection	12.00%	14 days	yes	https://us.msasafety.com/Portable-Gas-Detection
Niedner	25.00%	30 days	yes	
OHD Quantifit machine	15.00%	14 days	yes	https://ohdusa.com
OHD Quantifit accessories	7.00%	14 days	yes	https://ohdusa.com
PIP	20.00%	10 days	yes	www.us.pipglobal.com
Power Hawk	5.00%	30 days	yes	www.powerhawk.com
PowerBreezer	10.00%	30 days	yes	https://www.powerbreezer.com
Paul Conway Shields	10.00%	30 days	yes	https://www.paulconwayshields.com
Pelican	15.00%	14 days	yes	https://www.pelican.com/us/en
Petzl	28.00%	30 days	yes	https://www.petzl.com/US/en
Pigeon Mountain Industries	15.00%	30 days	yes	http://www.pmirope.com
Pacific Helmets	10.00%	30 days	yes	https://www.pacifichelmets.com
Reflexite	5.00%	30 days	yes	https://reflexiteamericas.com
RIT Safety Solutions	8.00%	30 days	yes	https://ritsafetysolutions.com
Rae Systems meters	15.00%	30 days	yes	www.rae-gasmonitors.com
Rae Systems area monitor	2.00%	45 days	yes	www.rae-gasmonitors.com
Rescue Pro Inc	5.00%	30 days	yes	https://rescueproinc.com
RPI	7.00%	30 days	yes	www.rpiinc.net
Saint Gobain	15.00%	45 days	yes	www.plastics.saint-gobain.cmo

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Shelby Gloves	20.00%	10 days	yes	https://www.shelbyglove.com
Sterling Rope	10.00%	30 days	yes	https://sterlingrope.com
SuperVac	18.00%	30 days	yes	https://supervac.com
Simulaids	12.00%	30 days	yes	https://simulaids.co.
Streamlight	43.00%	10 days	yes	https://www.streamlight.com
Silent Partner Technologies	5.00%	10 days	yes	https://www.silentpartnertech.com
ThermoFisher Radiation	3.00%	30 days	yes	https://www.thermofisher.com/us
ThermoFisher CAD	2.00%	30 days	yes	https://www.thermofisher.com
Thermofisher environmental	2.00%	30 days	yes	www.fishersci.com
Tactical Electronics	5.00%	30 days	yes	https://www.tacticalelectronics.com
True North Gear	17.00%	14 days	yes	https://www.truenorthgear.com
Tingley	12.00%	10 days	yes	https://www.tingleyrubber.com
Tele-Lite	9.00%	14 days	yes	http://www.tele-lite.com
Tempest Fans	20.00%	30 days	yes	https://tempest.us.com
Turtle Plastics	5.00%	30 days	yes	https://www.turtleplastics.com
Underwater Kinetics	10.00%	14 days	yes	https://uwk.com
Yates Gear	8.00%	30 days	yes	http://www.yatesgear.com
Ziamatic	22.00%	30 days	yes	https://www.ziamatic.com

LAKE COUNTY, FL

REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/1/2023	Contract Number: 22-730D Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Henry Schein Address: 135 Duryea Rd City: Melville, NY 11747 ATTENTION: Julia Strange Julia.strange@henryschein.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Julia Strange	Signature:
Print Name: Julia Strange	Print Name: Gretchen Bechtel, CPPB, Contracting Officer II
Title: Supervisor, EMS	Title:
Date: 3-1-2023	Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.01 13:31:57 -05'00'
E-mail: EMSBids@Henryschein.com	
Secondary E-mail: Julia.Strange@henryschein.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730D
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Henry Schein, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Henry Schein, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Julia Strange*

Date: 4/19/2022

Print Name: Julia Strange
Title: Supervisor EMS
Primary E-mail Address: EMSBids@henryschein.com
Secondary E-mail Address: Julia.Strange@henryschein.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Henry Schein, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Julia Strange*
Date: 4/19/2022
Print Name: Julia Strange
Title: Supervisor EMS
Primary E-mail Address: EMSBids@henryschein.com
Secondary E-mail Address: Julia.Strange@henryschein.com

EXHIBIT A – SCOPE OF SERVICES **22-730**
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

EXHIBIT B – INSURANCE REQUIREMENTS **22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Henry Schin, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. None

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Henry Schein, Inc.

Street Address: 135 Duryea Road

City: Melville State and ZIP Code: NY 11747

Mailing Address (if different): Click or tap here to enter text.

Telephone: 800-845-3550 Fax: 800-533-4793

Federal Identification Number / TIN: 11-3136595

DUNS Number: 01-243-0880

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Julia Strange

Date: 4/26/2022

Print Name: Julia Strange

Title: Supervisor EMS

Primary E-mail Address: EMSBids@Henryschein.com

Secondary E-mail Address: Julia.Strange@henryschein.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Henry Schein, Inc.				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:	www.henryschein.com/ems			
Warehouse Location(s):	**8691 Jesse B Smith Ct. Jacksonville, FL 32219**			
Contact Information For Emergency/Disaster Services (24/7)				
	Name:	**Jaime Greene**		
	Email:	Jaime.Greene@Henryschein.com		
	Emergency Phone:	**800-845-3550/ 561-644-0366**		
List manufacturer brands supported.				
MANUFACTURER	**Percent Off List**	**In Stock / Lead Time**	**Freight Included**	**WEBSITE**
Henry Schein website	34.00%		Y	www.henryschein.com/ems
Link to Henry Schein catalog				https://www.nxtbook.com/nxtbooks/henryschein/ems_2022/index.php#
Julia Strange				

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/1/2023	Contract Number: 22-730E Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Life-Assist, Inc. Address: 11277 Sunrise Park Drive City: Rancho Cordova, CA 95742 ATTENTION: Corey Farrar quotes@Life-Assist.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Carrie Woodworth	Signature: Gretchen Bechtel, CPPB, Contracting Officer II
Print Name: Carrie Woodworth	Print Name:
Title: Lead Pricing Specialist	Title:
Date: March 13, 2023	Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.17 08:09:37 -04'00'
E-mail: quotes@life-assist.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730E
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Life-Assist, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/27/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Life-Assist, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Corey Farrar*
Date: 4/27/2022

Print Name: Corey Farrar
Title: Contract Specialist
Primary E-mail Address: Quotes@Life-Assist.com
Secondary E-mail Address: N/A

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Life-Assist, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Corey Farrar*
Date: 4/27/2022
Print Name: Corey Farrar
Title: Contract Specialist
Primary E-mail Address: Quotes@Life-Assist.com
Secondary E-mail Address: N/A

EXHIBIT A – SCOPE OF SERVICES **22-730**

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, 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 Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222, Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Procurement Protest Procedures site.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED**.** The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

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 SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County 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 duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: Life-Assist, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Corey Farrar

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. Choose an item.

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Life-Assist, Inc.

Street Address: 11277 Sunrise Park Drive

City: Rancho Cordova State and ZIP Code: CA. 95742

Mailing Address (if different): Click or tap here to enter text.

Telephone: 800-824-6016 Fax: 800-290-9794

Federal Identification Number / TIN: 94-2440500

DUNS Number: 096899414

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Corey Farrar*

Date: 4/27/2022

Print Name: Corey Farrar

Title: Contract Specialist

Primary E-mail Address: Quotes@Life-Assist.com

Secondary E-mail Address: N/A

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Life-Assist, Inc.	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.life-assist.com
Warehouse Location(s):	**West Warehouse - 11277 Sunrise Park Drive, Rancho Cordova, CA. 95742** **Central Warehouse - 10816 Strang Line Road, Lenexa, KS. 66215**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Manager on Call**
Email:	DisasterSupport@life-assist.com
Emergency Phone:	**916-949-7574**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Healthcare	28.00%	3 Days ARO	Yes	
Ambu	28.00%	3 Days ARO	Yes	
B. Braun Medical	28.00%	3 Days ARO	Yes	
American Diagnostic	28.00%	3 Days ARO	Yes	
Amsino	28.00%	3 Days ARO	Yes	
Becton Dickinson	28.00%	3 Days ARO	Yes	
Cardinal Health	28.00%	3 Days ARO	Yes	
Conterra	28.00%	3 Days ARO	Yes	
DefibTech	28.00%	3 Days ARO	Yes	
Dukal	28.00%	3 Days ARO	Yes	
Dynarex	28.00%	3 Days ARO	Yes	
Graham Medical	28.00%	3 Days ARO	Yes	
H&H Medical	28.00%	3 Days ARO	Yes	
Halyard	28.00%	3 Days ARO	Yes	
Hartwell Medical	28.00%	3 Days ARO	Yes	
Intersurgical	28.00%	3 Days ARO	Yes	
Laerdal	28.00%	3 Days ARO	Yes	
Leonhard Lang USA	28.00%	3 Days ARO	Yes	
Masimo	28.00%	3 Days ARO	Yes	
MedSource	28.00%	3 Days ARO	Yes	
Meret	28.00%	3 Days ARO	Yes	
Microdot	28.00%	3 Days ARO	Yes	
Nasco	28.00%	3 Days ARO	Yes	
Nonin	28.00%	3 Days ARO	Yes	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
OTWO Medical	28.00%	3 Days ARO	Yes	
Pelican	28.00%	3 Days ARO	Yes	
Persys Medical	28.00%	3 Days ARO	Yes	
Pulmodyne	28.00%	3 Days ARO	Yes	
Sam Medical	28.00%	3 Days ARO	Yes	
Sscort	28.00%	3 Days ARO	Yes	
Stat Packs	28.00%	3 Days ARO	Yes	
Taylor Healthcare	28.00%	3 Days ARO	Yes	
5.11 Tactical	28.00%	3 Days ARO	Yes	
Ansell Healthcare	28.00%	3 Days ARO	Yes	
Baxter Healthcare	28.00%	3 Days ARO	Yes	
Bemis Manufacturing	28.00%	3 Days ARO	Yes	
C M C Rescue	28.00%	3 Days ARO	Yes	
Cables and Sensors	28.00%	3 Days ARO	Yes	
Certa Dose	28.00%	3 Days ARO	Yes	
Conmed	28.00%	3 Days ARO	Yes	
Cook Medical	28.00%	3 Days ARO	Yes	
Dick Medical Supply	28.00%	3 Days ARO	Yes	
Disaster Management	28.00%	3 Days ARO	Yes	
Ferno Washington	28.00%	3 Days ARO	Yes	
ForaCare	28.00%	3 Days ARO	Yes	
Gateway Safety	28.00%	3 Days ARO	Yes	
Genstar Technologies	28.00%	3 Days ARO	Yes	
HawkePaks	28.00%	3 Days ARO	Yes	
Hikma Pharmaceuticals	28.00%	3 Days ARO	Yes	
ICU Medical	28.00%	3 Days ARO	Yes	
Innovative Healthcare	28.00%	3 Days ARO	Yes	
J.T. Posey	28.00%	3 Days ARO	Yes	
Maco International	28.00%	3 Days ARO	Yes	
Medegen Medical	28.00%	3 Days ARO	Yes	
Mercury Medical	28.00%	3 Days ARO	Yes	
Motion Medical	28.00%	3 Days ARO	Yes	
North American Rescue	28.00%	3 Days ARO	Yes	
Optimal	28.00%	3 Days ARO	Yes	
ParMed Pharmaceuticals	28.00%	3 Days ARO	Yes	
Pfizer Injectables	28.00%	3 Days ARO	Yes	
Philips Healthcare	28.00%	3 Days ARO	Yes	
Physio-Control	28.00%	3 Days ARO	Yes	
Plano	28.00%	3 Days ARO	Yes	
Precision Medical	28.00%	3 Days ARO	Yes	
Prestige Medical	28.00%	3 Days ARO	Yes	
Retractable Tech	28.00%	3 Days ARO	Yes	
Rex EMS	28.00%	3 Days ARO	Yes	
Safetec	28.00%	3 Days ARO	Yes	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Sagent Pharmaceuticals	28.00%	3 Days ARO	Yes	
Salter Labs	28.00%	3 Days ARO	Yes	
Sensoronics	28.00%	3 Days ARO	Yes	
Smiths Medical	28.00%	3 Days ARO	Yes	
Sun Medical	28.00%	3 Days ARO	Yes	
Sunmedica	28.00%	3 Days ARO	Yes	
Teleflex	28.00%	3 Days ARO	Yes	
The Pillow Factory	28.00%	3 Days ARO	Yes	
Tidi Products	28.00%	3 Days ARO	Yes	
Tyco Mallinckrodt	28.00%	3 Days ARO	Yes	
Vermed	28.00%	3 Days ARO	Yes	
Welch Allyn	28.00%	3 Days ARO	Yes	
Westmed	28.00%	3 Days ARO	Yes	
Zoll Medical	28.00%	3 Days ARO	Yes	

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/1/2023	Contract Number: 22-730F Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Medline Industries, Inc. Address: Three Lakes Drive City: Northfield, IL 60093 ATTENTION: Chris Powers govbids@medline.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Chris Powers Title: VP National Field Sales Date: 03/01/2023 E-mail: GovBids@medline.com Secondary E-mail: N/A	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.02 08:12:59 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL

REAL FLORIDA · REAL CLOSE

CONTRACT NO. 22-730F
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Medline Industries, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/27/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Medline Industries, LP

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

Date: 4/27/2022

Print Name: Chris Powers
Title: VP of Government Sales
Primary E-mail Address: govbids@medline.com
Secondary E-mail Address: Click or tap here to enter text.

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL

Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Medline Industries, LP

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

Date: 4/27/2022

Print Name: Chris Powers

Title: VP of Government Sales

Primary E-mail Address: govbids@medline.com

Secondary E-mail Address: Click or tap here to enter text.

EXHIBIT A – SCOPE OF SERVICES **22-730**

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

EXHIBIT B – INSURANCE REQUIREMENTS **22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Medline Industries, LP has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: Choose an item.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. Choose an item.
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? No

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. Choose an item.

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Medline Industries, LP
Street Address: Three Lakes Dr
City: Northfield State and ZIP Code: IL. 60093 Mailing Address (if different): Same Address
Telephone: 800-633-5463 Fax: 847-949-2497
Federal Identification Number / TIN: 36-2596612
DUNS Number: 025460908

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.
Name of Legal Representative Submitting this Proposal: Chris Powers
Date: 4/27/2022
Print Name: Chris Powers

Title: VP of Government Sales
Primary E-mail Address: govbids@medline.com
Secondary E-mail Address:
The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]



Medline Industries, LP	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	**medline.com**
Warehouse Location(s):	
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Katherine Dee**
Email:	Kdee@medline.com
Emergency Phone:	**727-507-1090**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Medline Industries, LP	30.00%	2 days in stock; 3 weeks if it's a direct shipment		medline.com
1073849 ONTARIO LIMITED	30.00%	3 days in stock; 3 weeks if it's a direct shipment		medline.com
10GFEDSUPPLY LLC	30.00%	4 days in stock; 3 weeks if it's a direct shipment		medline.com
1ST AMERICAN MEDICAL DISTRIBUTORS I	30.00%	5 days in stock; 3 weeks if it's a direct shipment		medline.com
2G MEDICAL LLC	30.00%	6 days in stock; 3 weeks if it's a direct shipment		medline.com
2XL CORPORATION	30.00%	7 days in stock; 3 weeks if it's a direct shipment		medline.com
3 R RESOURCES INC	30.00%	8 days in stock; 3 weeks if it's a direct shipment		medline.com
3D DENTAL DESIGNS AND DEVELOPMENT L	30.00%	9 days in stock; 3 weeks if it's a direct shipment		medline.com
3M BUILDING AND COMMERCIAL SERVICES	30.00%	10 days in stock; 3 weeks if it's a direct shipment		medline.com
3M HEALTH CARE	30.00%	11 days in stock; 3 weeks if it's a direct shipment		medline.com
3M HEALTH CARE MED/SURG	30.00%	12 days in stock; 3 weeks if it's a direct shipment		medline.com
3M OH AND ESD	30.00%	13 days in stock; 3 weeks if it's a direct shipment		medline.com
3M PUERTO RICO INC	30.00%	14 days in stock; 3 weeks if it's a direct shipment		medline.com
3-T MEDICAL SYSTEMS INC	30.00%	15 days in stock; 3 weeks if it's a direct shipment		medline.com
9 GRAYS BONE AND JOINT MODELS	30.00%	16 days in stock; 3 weeks if it's a direct shipment		medline.com
A G INDUSTRIES	30.00%	17 days in stock; 3 weeks if it's a direct shipment		medline.com
A LUNT DESIGN INC	30.00%	18 days in stock; 3 weeks if it's a direct shipment		medline.com
A PLUS INTERNATIONAL INC	30.00%	19 days in stock; 3 weeks if it's a direct shipment		medline.com
ABBOTT DIABETES CARE	30.00%	20 days in stock; 3 weeks if it's a direct shipment		medline.com
ABBOTT LABORATORIES INC	30.00%	21 days in stock; 3 weeks if it's a direct shipment		medline.com
ABBOTT LABORATORIES INC	30.00%	22 days in stock; 3 weeks if it's a direct shipment		medline.com
ABBOTT LABORATORIES INC	30.00%	23 days in stock; 3 weeks if it's a direct shipment		medline.com
ABBOTT LABORATORIES INC	30.00%	24 days in stock; 3 weeks if it's a direct shipment		medline.com
ABBOTT NUTRITION	30.00%	25 days in stock; 3 weeks if it's a direct shipment		medline.com
ABC Test Company	30.00%	26 days in stock; 3 weeks if it's a direct shipment		medline.com
ABL MEDICAL LLC	30.00%	27 days in stock; 3 weeks if it's a direct shipment		medline.com
ABSORBENTS MIDWEST INC	30.00%	28 days in stock; 3 weeks if it's a direct shipment		medline.com
ACADEMY MEDICAL LLC	30.00%	29 days in stock; 3 weeks if it's a direct shipment		medline.com
ACCESS MEDICAL SUPPLY INC	30.00%	30 days in stock; 3 weeks if it's a direct shipment		medline.com
ACCESS PRODUCTS INC	30.00%	31 days in stock; 3 weeks if it's a direct shipment		medline.com
ACCUTEC BLADES INC	30.00%	32 days in stock; 3 weeks if it's a direct shipment		medline.com
ACELL INC	30.00%	33 days in stock; 3 weeks if it's a direct shipment		medline.com
ACIST MEDICAL SYSTEMS INC	30.00%	34 days in stock; 3 weeks if it's a direct shipment		medline.com
ACME PAPER AND SUPPLY CO INC	30.00%	35 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
ACTION BAG COMPANY	30.00%	36 days in stock; 3 weeks if it's a direct shipment		medline.com
ACTIVE ICE INC	30.00%	37 days in stock; 3 weeks if it's a direct shipment		medline.com
ACUDERM INC	30.00%	38 days in stock; 3 weeks if it's a direct shipment		medline.com
ADAPT PHARMA INC (EMERGENT BIO SOLUT	30.00%	39 days in stock; 3 weeks if it's a direct shipment		medline.com
ADDTO INC	30.00%	40 days in stock; 3 weeks if it's a direct shipment		medline.com
ADHEZION BIOMEDICAL LLC	30.00%	41 days in stock; 3 weeks if it's a direct shipment		medline.com
ADLER INSTRUMENT CO	30.00%	42 days in stock; 3 weeks if it's a direct shipment		medline.com
ADROIT MEDICAL SYSTEMS INC	30.00%	43 days in stock; 3 weeks if it's a direct shipment		medline.com
ADROIT SURGICAL LLC	30.00%	44 days in stock; 3 weeks if it's a direct shipment		medline.com
ADROIT SURGICAL LLC	30.00%	45 days in stock; 3 weeks if it's a direct shipment		medline.com
ADVANCE MEDICAL DESIGNS INC	30.00%	46 days in stock; 3 weeks if it's a direct shipment		medline.com
ADVANCED APPLICATIONS INSTITUTION I	30.00%	47 days in stock; 3 weeks if it's a direct shipment		medline.com
ADVANCED MEDICAL SYSTEMS	30.00%	48 days in stock; 3 weeks if it's a direct shipment		medline.com
ADVANCED MICRONIC DEICES LTD	30.00%	49 days in stock; 3 weeks if it's a direct shipment		medline.com
ADVANCED STERILIZATION PRODUCTS SER	30.00%	50 days in stock; 3 weeks if it's a direct shipment		medline.com
ADVANCED ULTRASOUND SOLUTIONS INC	30.00%	51 days in stock; 3 weeks if it's a direct shipment		medline.com
ADVANTAGE MEDICAL ELECTRONICS LLC	30.00%	52 days in stock; 3 weeks if it's a direct shipment		medline.com
ADVANTAGE MEDICAL ELECTRONICS LLC	30.00%	53 days in stock; 3 weeks if it's a direct shipment		medline.com
AERO MED LTD	30.00%	54 days in stock; 3 weeks if it's a direct shipment		medline.com
AESCULAP INC	30.00%	55 days in stock; 3 weeks if it's a direct shipment		medline.com
AGAMATRIX INC	30.00%	56 days in stock; 3 weeks if it's a direct shipment		medline.com
AIR MATT INC	30.00%	57 days in stock; 3 weeks if it's a direct shipment		medline.com
AIR SUPPORT MEDICAL COMPANY	30.00%	58 days in stock; 3 weeks if it's a direct shipment		medline.com
AIR TITE PRODUCTS CO INC	30.00%	59 days in stock; 3 weeks if it's a direct shipment		medline.com
AIRFLOW TECHNOLOGY INC	30.00%	60 days in stock; 3 weeks if it's a direct shipment		medline.com
AIRGAS SAFETY INC	30.00%	61 days in stock; 3 weeks if it's a direct shipment		medline.com
AIRPAL INC	30.00%	62 days in stock; 3 weeks if it's a direct shipment		medline.com
AK MEDICAL SUPPLY CO INC	30.00%	63 days in stock; 3 weeks if it's a direct shipment		medline.com
AKORN INC	30.00%	64 days in stock; 3 weeks if it's a direct shipment		medline.com
ALBAHEALTH LLC	30.00%	65 days in stock; 3 weeks if it's a direct shipment		medline.com
ALCON LABORATORIES-SURGICAL DIV	30.00%	66 days in stock; 3 weeks if it's a direct shipment		medline.com
ALCOVE MANUFACTURING AND DISTRIBUTI	30.00%	67 days in stock; 3 weeks if it's a direct shipment		medline.com
ALCRESTA THERAPEUTICS INC	30.00%	68 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLCARE INC	30.00%	69 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLEN MEDICAL SYSTEMS INC	30.00%	70 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLERDERM LABORATORIES INC	30.00%	71 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLIANT ENTERPRISES LLC	30.00%	72 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLIED ELECTRONICS INC	30.00%	73 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLIED HEALTHCARE DIRECT ONLY	30.00%	74 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLIED HEALTHCARE PRODUCTS INC	30.00%	75 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLIED HEALTHCARE PRODUCTS INC	30.00%	76 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLIED HEALTHCARE PRODUCTS INC - SCHUCO D	30.00%	77 days in stock; 3 weeks if it's a direct shipment		medline.com
ALLSTATE MEDICAL SUPPLIES	30.00%	78 days in stock; 3 weeks if it's a direct shipment		medline.com
ALPHA PROTECH INC	30.00%	79 days in stock; 3 weeks if it's a direct shipment		medline.com
ALPHAPOINTE	30.00%	80 days in stock; 3 weeks if it's a direct shipment		medline.com
ALTA MEDICAL SPECIALTIES	30.00%	81 days in stock; 3 weeks if it's a direct shipment		medline.com
AM SYSTEMS	30.00%	82 days in stock; 3 weeks if it's a direct shipment		medline.com
AMBCO ELECTRONICS A CORP	30.00%	83 days in stock; 3 weeks if it's a direct shipment		medline.com
AMBRA LE ROY LLC	30.00%	84 days in stock; 3 weeks if it's a direct shipment		medline.com
AMBU INC	30.00%	85 days in stock; 3 weeks if it's a direct shipment		medline.com
AMD RITMED INC	30.00%	86 days in stock; 3 weeks if it's a direct shipment		medline.com
AMEDA INC	30.00%	87 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN 3B SCIENTIFIC LP	30.00%	88 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN BIOSURGICAL LLC	30.00%	89 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
AMERICAN CASTING & MANUFACTURING	30.00%	90 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN CONTRACT SYSTEM INC	30.00%	91 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN CYLINDER INC	30.00%	92 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN DIAGNOSTIC CORP	30.00%	93 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN DISTRIBUTION & SUPPLY LLC	30.00%	94 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN HEALTHCARE PRODUCTS INC	30.00%	95 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN LABELMARK COMPANY	30.00%	96 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN REGENT INC	30.00%	97 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN SANITARY PRODUCTS INC	30.00%	98 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN SCREENING LLC	30.00%	99 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICAN SURGICAL COMPANY LLC	30.00%	100 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERICARE LLC	30.00%	101 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERISOURCE BERGEN DRUG CORPORATIC	30.00%	102 days in stock; 3 weeks if it's a direct shipment		medline.com
AMERX HEALTH CARE CORPORATION	30.00%	103 days in stock; 3 weeks if it's a direct shipment		medline.com
AMITY HOLDINGS LLC	30.00%	104 days in stock; 3 weeks if it's a direct shipment		medline.com
AMNEAL BIOSCIENCES LLC	30.00%	105 days in stock; 3 weeks if it's a direct shipment		medline.com
AMO SALES AND SERVICE INC	30.00%	106 days in stock; 3 weeks if it's a direct shipment		medline.com
AMOENA US CORPORATION	30.00%	107 days in stock; 3 weeks if it's a direct shipment		medline.com
AMPAC HOLDINGS LLC DBA PROAMPAC	30.00%	108 days in stock; 3 weeks if it's a direct shipment		medline.com
AMPHASTAR PHARMACEUTICALS INC	30.00%	109 days in stock; 3 weeks if it's a direct shipment		medline.com
AMSINO INTERNATIONAL	30.00%	110 days in stock; 3 weeks if it's a direct shipment		medline.com
AMT DATASOUTH GROUP	30.00%	111 days in stock; 3 weeks if it's a direct shipment		medline.com
AMTEC MEDICAL INC	30.00%	112 days in stock; 3 weeks if it's a direct shipment		medline.com
AMTEC SALES INC	30.00%	113 days in stock; 3 weeks if it's a direct shipment		medline.com
ANACAPA TECHNOLOGIES INC	30.00%	114 days in stock; 3 weeks if it's a direct shipment		medline.com
ANAEROBE SYSTEMS	30.00%	115 days in stock; 3 weeks if it's a direct shipment		medline.com
ANCHOR PRODUCTS COMPANY	30.00%	116 days in stock; 3 weeks if it's a direct shipment		medline.com
ANDA INC	30.00%	117 days in stock; 3 weeks if it's a direct shipment		medline.com
ANDERSEN PRODUCTS INC	30.00%	118 days in stock; 3 weeks if it's a direct shipment		medline.com
ANDOVER HEALTHCARE INC	30.00%	119 days in stock; 3 weeks if it's a direct shipment		medline.com
ANESTHESIA ASSOCIATES INC	30.00%	120 days in stock; 3 weeks if it's a direct shipment		medline.com
ANESTHESIA EQUIPMENT SUPPLY INC	30.00%	121 days in stock; 3 weeks if it's a direct shipment		medline.com
ANGELINI PHARMA INC	30.00%	122 days in stock; 3 weeks if it's a direct shipment		medline.com
ANGIO DYNAMICS INC	30.00%	123 days in stock; 3 weeks if it's a direct shipment		medline.com
ANGIOSYSTEMS INCORPORATED	30.00%	124 days in stock; 3 weeks if it's a direct shipment		medline.com
ANHOLT TECHNOLOGIES INC	30.00%	125 days in stock; 3 weeks if it's a direct shipment		medline.com
ANSELL SANDEL MEDICAL	30.00%	126 days in stock; 3 weeks if it's a direct shipment		medline.com
ANSELL USA INC	30.00%	127 days in stock; 3 weeks if it's a direct shipment		medline.com
ANSELL USA INC	30.00%	128 days in stock; 3 weeks if it's a direct shipment		medline.com
ANTMED CORPORATION	30.00%	129 days in stock; 3 weeks if it's a direct shipment		medline.com
APDYNE MEDICAL COMPANY	30.00%	130 days in stock; 3 weeks if it's a direct shipment		medline.com
APOTEX CORP (RX)	30.00%	131 days in stock; 3 weeks if it's a direct shipment		medline.com
APPLIED MEDICAL DISTRIBUTION CORP	30.00%	132 days in stock; 3 weeks if it's a direct shipment		medline.com
AQUACAST LINER LLC	30.00%	133 days in stock; 3 weeks if it's a direct shipment		medline.com
ARGENTUM MEDICAL LLC	30.00%	134 days in stock; 3 weeks if it's a direct shipment		medline.com
ARGON MEDICAL DEVICES INC	30.00%	135 days in stock; 3 weeks if it's a direct shipment		medline.com
ARJO INC	30.00%	136 days in stock; 3 weeks if it's a direct shipment		medline.com
ARJO INC	30.00%	137 days in stock; 3 weeks if it's a direct shipment		medline.com
AROA BIOSURGERY INCORPORATED	30.00%	138 days in stock; 3 weeks if it's a direct shipment		medline.com
ARTEMAX INC	30.00%	139 days in stock; 3 weeks if it's a direct shipment		medline.com
ARTHREX INC	30.00%	140 days in stock; 3 weeks if it's a direct shipment		medline.com
ARTISAN MEDICAL	30.00%	141 days in stock; 3 weeks if it's a direct shipment		medline.com
ASCEND LABORATORIES LLC	30.00%	142 days in stock; 3 weeks if it's a direct shipment		medline.com
ASE DIRECT INC	30.00%	143 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
ASEPTIC CONTROL PRODUCTS INC	30.00%	144 days in stock; 3 weeks if it's a direct shipment		medline.com
Ash Test Company	30.00%	145 days in stock; 3 weeks if it's a direct shipment		medline.com
ASP GLOBAL INTERMEDIATE HOLDINGS LL	30.00%	146 days in stock; 3 weeks if it's a direct shipment		medline.com
ASP TIGER LLC	30.00%	147 days in stock; 3 weeks if it's a direct shipment		medline.com
ASPEN MEDICAL PRODUCTS	30.00%	148 days in stock; 3 weeks if it's a direct shipment		medline.com
ASPEN SURGICAL PRODUCTS INC	30.00%	149 days in stock; 3 weeks if it's a direct shipment		medline.com
ASPIRE PRODUCTS LLC	30.00%	150 days in stock; 3 weeks if it's a direct shipment		medline.com
ASSOCIATED SALES AND BAG COMPANY	30.00%	151 days in stock; 3 weeks if it's a direct shipment		medline.com
ASTELLAS PHARMA US INC	30.00%	152 days in stock; 3 weeks if it's a direct shipment		medline.com
ATLANTA HEALTHCARE SERVICES INC	30.00%	153 days in stock; 3 weeks if it's a direct shipment		medline.com
ATLANTIC DIVING SUPPLY INC	30.00%	154 days in stock; 3 weeks if it's a direct shipment		medline.com
ATOS MEDICAL INC	30.00%	155 days in stock; 3 weeks if it's a direct shipment		medline.com
AUNT FLOW INC	30.00%	156 days in stock; 3 weeks if it's a direct shipment		medline.com
AUROMEDICS PHARMA LLC (Non-Refrig)	30.00%	157 days in stock; 3 weeks if it's a direct shipment		medline.com
AUROMEDICS PHARMA LLC (Refrig)	30.00%	158 days in stock; 3 weeks if it's a direct shipment		medline.com
AUSTIN MEDICAL INC	30.00%	159 days in stock; 3 weeks if it's a direct shipment		medline.com
AUTHENTIC OPTIONS	30.00%	160 days in stock; 3 weeks if it's a direct shipment		medline.com
AUTHORITY MEDICAL GROUP LLC	30.00%	161 days in stock; 3 weeks if it's a direct shipment		medline.com
AVA Y STEARNS	30.00%	162 days in stock; 3 weeks if it's a direct shipment		medline.com
AVADIM HOLDINGS INC	30.00%	163 days in stock; 3 weeks if it's a direct shipment		medline.com
AVANOS MEDICAL INC	30.00%	164 days in stock; 3 weeks if it's a direct shipment		medline.com
AVCOR HEALTH CARE PRODUCTS INC	30.00%	165 days in stock; 3 weeks if it's a direct shipment		medline.com
AVENS DEVELOPMENT SERVICES LLC	30.00%	166 days in stock; 3 weeks if it's a direct shipment		medline.com
AVENUE HOME CARE INC	30.00%	167 days in stock; 3 weeks if it's a direct shipment		medline.com
AVENUE MORI MEDICAL EQUIPMENT	30.00%	168 days in stock; 3 weeks if it's a direct shipment		medline.com
AVID MEDICAL INC	30.00%	169 days in stock; 3 weeks if it's a direct shipment		medline.com
AVID MEDICAL INC	30.00%	170 days in stock; 3 weeks if it's a direct shipment		medline.com
AVID PRODUCTS INC	30.00%	171 days in stock; 3 weeks if it's a direct shipment		medline.com
AVMEDICAL LLC	30.00%	172 days in stock; 3 weeks if it's a direct shipment		medline.com
AWC MEDICAL PRODUCTS	30.00%	173 days in stock; 3 weeks if it's a direct shipment		medline.com
AXIOM MEDICAL INC	30.00%	174 days in stock; 3 weeks if it's a direct shipment		medline.com
AZMEC INC	30.00%	175 days in stock; 3 weeks if it's a direct shipment		medline.com
B BRAUN INTERVENTIONAL SYSTEMS INC	30.00%	176 days in stock; 3 weeks if it's a direct shipment		medline.com
B BRAUN MEDICAL INC	30.00%	177 days in stock; 3 weeks if it's a direct shipment		medline.com
BARBARA ROGERS	30.00%	178 days in stock; 3 weeks if it's a direct shipment		medline.com
BARNHARDT MFG CO	30.00%	179 days in stock; 3 weeks if it's a direct shipment		medline.com
BATRIK MEDICAL MFG INC	30.00%	180 days in stock; 3 weeks if it's a direct shipment		medline.com
BATTERIES INC	30.00%	181 days in stock; 3 weeks if it's a direct shipment		medline.com
BAUGH MEDICAL ORGANIZATION LLC	30.00%	182 days in stock; 3 weeks if it's a direct shipment		medline.com
Bausch Health Americas (BRAND RX)	30.00%	183 days in stock; 3 weeks if it's a direct shipment		medline.com
BAUSCH HEALTH AMERICAS INC	30.00%	184 days in stock; 3 weeks if it's a direct shipment		medline.com
BAUSCH HEALTH AMERICAS INC	30.00%	185 days in stock; 3 weeks if it's a direct shipment		medline.com
BAUSCH HEALTH AMERICAS INC	30.00%	186 days in stock; 3 weeks if it's a direct shipment		medline.com
BAUSCH HEALTH AMERICAS INC	30.00%	187 days in stock; 3 weeks if it's a direct shipment		medline.com
BAXTER HEALTHCARE	30.00%	188 days in stock; 3 weeks if it's a direct shipment		medline.com
BAXTER HEALTHCARE CORPORATION	30.00%	189 days in stock; 3 weeks if it's a direct shipment		medline.com
BAXTER HEALTHCARE CORPORATION	30.00%	190 days in stock; 3 weeks if it's a direct shipment		medline.com
BAXTER HEALTHCARE CORPORATION	30.00%	191 days in stock; 3 weeks if it's a direct shipment		medline.com
Baxter Healthcare Corporation (PHARMA)	30.00%	192 days in stock; 3 weeks if it's a direct shipment		medline.com
BAXTER SALES AND DISTRIBUTION PUERT	30.00%	193 days in stock; 3 weeks if it's a direct shipment		medline.com
BAYER CORPORATION	30.00%	194 days in stock; 3 weeks if it's a direct shipment		medline.com
BAYER HEALTHCARE PHARMACEUTICALS IN	30.00%	195 days in stock; 3 weeks if it's a direct shipment		medline.com
BAYSIDE MEDICAL SUPPLY CO INC	30.00%	196 days in stock; 3 weeks if it's a direct shipment		medline.com
BEACON LIGHTHOUSE INC	30.00%	197 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
BEAUMONT PRODUCTS INC	30.00%	198 days in stock; 3 weeks if it's a direct shipment		medline.com
BEAVER VISITEC INTERNATIONAL INC	30.00%	199 days in stock; 3 weeks if it's a direct shipment		medline.com
BECK LEE INC	30.00%	200 days in stock; 3 weeks if it's a direct shipment		medline.com
BECTON DICKINSON & CO	30.00%	201 days in stock; 3 weeks if it's a direct shipment		medline.com
BECTON DICKINSON & CO	30.00%	202 days in stock; 3 weeks if it's a direct shipment		medline.com
BECTON DICKINSON & CO	30.00%	203 days in stock; 3 weeks if it's a direct shipment		medline.com
BECTON DICKINSON AND CO	30.00%	204 days in stock; 3 weeks if it's a direct shipment		medline.com
BEEKEN BIOMEDICAL LLC	30.00%	205 days in stock; 3 weeks if it's a direct shipment		medline.com
BEEKLEY CORPORATION	30.00%	206 days in stock; 3 weeks if it's a direct shipment		medline.com
BEIERSDORF INC	30.00%	207 days in stock; 3 weeks if it's a direct shipment		medline.com
BEL MED INC	30.00%	208 days in stock; 3 weeks if it's a direct shipment		medline.com
BELIMED INC	30.00%	209 days in stock; 3 weeks if it's a direct shipment		medline.com
BELL MEDICAL INC	30.00%	210 days in stock; 3 weeks if it's a direct shipment		medline.com
BELMONT INSTRUMENT LLC	30.00%	211 days in stock; 3 weeks if it's a direct shipment		medline.com
BELPRO MEDICAL	30.00%	212 days in stock; 3 weeks if it's a direct shipment		medline.com
BEMIS HEALTH CARE	30.00%	213 days in stock; 3 weeks if it's a direct shipment		medline.com
BENCHMARK PRODUCTS LLC	30.00%	214 days in stock; 3 weeks if it's a direct shipment		medline.com
BENCO DENTAL SUPPLY CO	30.00%	215 days in stock; 3 weeks if it's a direct shipment		medline.com
BENTEC MEDICAL OPCO	30.00%	216 days in stock; 3 weeks if it's a direct shipment		medline.com
BERKSHIRE CORPORATION	30.00%	217 days in stock; 3 weeks if it's a direct shipment		medline.com
BERKSHIRE HATHAWAY INC	30.00%	218 days in stock; 3 weeks if it's a direct shipment		medline.com
BERRY GLOBAL FILMS LLC	30.00%	219 days in stock; 3 weeks if it's a direct shipment		medline.com
BERRY PLASTICS CORPORATION	30.00%	220 days in stock; 3 weeks if it's a direct shipment		medline.com
BEST PRICED PRODUCTS	30.00%	221 days in stock; 3 weeks if it's a direct shipment		medline.com
BFFL CO LLC	30.00%	222 days in stock; 3 weeks if it's a direct shipment		medline.com
BG MEDICAL LLC	30.00%	223 days in stock; 3 weeks if it's a direct shipment		medline.com
BIHANI CORPORATION	30.00%	224 days in stock; 3 weeks if it's a direct shipment		medline.com
BIMECO	30.00%	225 days in stock; 3 weeks if it's a direct shipment		medline.com
BIO MEDICAL INSTRUMENTS INC	30.00%	226 days in stock; 3 weeks if it's a direct shipment		medline.com
BIOLIFE LLC	30.00%	227 days in stock; 3 weeks if it's a direct shipment		medline.com
BIO-MED DEVICES INC	30.00%	228 days in stock; 3 weeks if it's a direct shipment		medline.com
BIOMERICS ATL LLC	30.00%	229 days in stock; 3 weeks if it's a direct shipment		medline.com
BIOMET INC BIOMET MICROFIXATION LLC	30.00%	230 days in stock; 3 weeks if it's a direct shipment		medline.com
BIOSEAL MEDICAL PACKAGING CO	30.00%	231 days in stock; 3 weeks if it's a direct shipment		medline.com
BIOVENTUS LLC	30.00%	232 days in stock; 3 weeks if it's a direct shipment		medline.com
BIOVENTUS LLC	30.00%	233 days in stock; 3 weeks if it's a direct shipment		medline.com
BIRCHWOOD LABORATORIES	30.00%	234 days in stock; 3 weeks if it's a direct shipment		medline.com
BIRD & CRONIN LLC	30.00%	235 days in stock; 3 weeks if it's a direct shipment		medline.com
BIRD X INC	30.00%	236 days in stock; 3 weeks if it's a direct shipment		medline.com
BLACK KNIGHT MEDICAL LLC	30.00%	237 days in stock; 3 weeks if it's a direct shipment		medline.com
BLACK KNIGHT MEDICAL LLC	30.00%	238 days in stock; 3 weeks if it's a direct shipment		medline.com
BLISTEX INC	30.00%	239 days in stock; 3 weeks if it's a direct shipment		medline.com
BLUE RIDGE X RAY COMPANY	30.00%	240 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*357 COMPANY	30.00%	241 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*AERUS LLC	30.00%	242 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*BMK VENTURES INC	30.00%	243 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*BUFFALO DENTAL MFG CO INC	30.00%	244 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*CAFNO LLC	30.00%	245 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*CCR SOLUTIONS INC	30.00%	246 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*CHICAGO TAG & LABEL INC	30.00%	247 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*CLOROX HEALTHCARE HOLDINGS	30.00%	248 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*COMBAT MEDICAL SYSTEMS LLC	30.00%	249 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*DACEMI INC	30.00%	250 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*DEVELOPMENT WORKSHOP INC	30.00%	251 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
BNK*DIMER LLC	30.00%	252 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*DOCTORS OXYGEN SERVICE INC	30.00%	253 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*DOMTAR CORPORATION	30.00%	254 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*DRY PAK INDUSTRIES INC	30.00%	255 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*DURISAN MEDICAL LLC	30.00%	256 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*EASTERN CRANIAL AFFILIATES LLC	30.00%	257 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*ERIK E MAURER	30.00%	258 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*FAM PPE LLC	30.00%	259 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*FRANKLIN YOUNG INTERNATIONAL IN	30.00%	260 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*GOVERNMENT MARKETING & PROCURE	30.00%	261 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*GREENWOOD MARKETING LLC	30.00%	262 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*HANDSOCKS LLC	30.00%	263 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*HOTB SOFTWARE SOLUTIONS LLC	30.00%	264 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*INNOVATIVE INSTALLATIONS INC	30.00%	265 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*INTERSTATE GROUP INC	30.00%	266 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*IV COMFORT SOLUTIONS	30.00%	267 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*KRAMER SCIENTIFIC LABORATORY	30.00%	268 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*MAYFLOWER SPLINT COMPANY LLC	30.00%	269 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*MBS MEDICAL TECHNOLOGIES INC	30.00%	270 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*MEDGLUV INC	30.00%	271 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*MIDSTATE INDUSTRIAL INC	30.00%	272 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*MJL ENTERPRISES LLC	30.00%	273 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*NUTRITIONAL FORMULAS LLC	30.00%	274 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*OMNI-STAT MEDICAL INC	30.00%	275 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*POSDATA GROUP INC	30.00%	276 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*R C CONSOLIDATED SERVICES INC	30.00%	277 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*REGENISOURCE LLC	30.00%	278 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*REMED SERVICES LLC	30.00%	279 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*RINGSTONES CONSULTING INTERNATI	30.00%	280 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*SAFETY TODAY INC	30.00%	281 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*STAT MEDICAL DEVICES LLC	30.00%	282 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*STAY SAFE SOLUTIONS INC	30.00%	283 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*TONYA HERBERT-CRONIN HERACLES	30.00%	284 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*TRIAD SPORTS GROUP LLC	30.00%	285 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*URO VIU CORP	30.00%	286 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*VIOLUX INC	30.00%	287 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*VIROX TECHNOLOGIES INC	30.00%	288 days in stock; 3 weeks if it's a direct shipment		medline.com
BNK*VISIONCORPS	30.00%	289 days in stock; 3 weeks if it's a direct shipment		medline.com
BOEHM SURGICAL INSTRUMENT	30.00%	290 days in stock; 3 weeks if it's a direct shipment		medline.com
BOEHRINGER LABORATORIES LLC	30.00%	291 days in stock; 3 weeks if it's a direct shipment		medline.com
BORACCHIA AND ASSOCIATES INC	30.00%	292 days in stock; 3 weeks if it's a direct shipment		medline.com
BOSMA INDUSTRIES FOR THE BLIND INC	30.00%	293 days in stock; 3 weeks if it's a direct shipment		medline.com
BOSTON MEDICAL PRODUCTS INC	30.00%	294 days in stock; 3 weeks if it's a direct shipment		medline.com
BOSTON SCIENTIFIC CORP	30.00%	295 days in stock; 3 weeks if it's a direct shipment		medline.com
BOUND TREE MEDICAL LLC	30.00%	296 days in stock; 3 weeks if it's a direct shipment		medline.com
BOWMAN MANUFACTURING COMPANY INC	30.00%	297 days in stock; 3 weeks if it's a direct shipment		medline.com
BOXOUT LLC	30.00%	298 days in stock; 3 weeks if it's a direct shipment		medline.com
BPI LABS LLC	30.00%	299 days in stock; 3 weeks if it's a direct shipment		medline.com
BR SURGICAL LLC	30.00%	300 days in stock; 3 weeks if it's a direct shipment		medline.com
BRACCO DIAGNOSTICS	30.00%	301 days in stock; 3 weeks if it's a direct shipment		medline.com
BRACCO DIAGNOSTICS	30.00%	302 days in stock; 3 weeks if it's a direct shipment		medline.com
BRADY WORLDWIDE INC	30.00%	303 days in stock; 3 weeks if it's a direct shipment		medline.com
BRANDO AGUILERA	30.00%	304 days in stock; 3 weeks if it's a direct shipment		medline.com
BRASEL PRODUCTS INC	30.00%	305 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
BRASSELER USA MEDICAL LLC	30.00%	306 days in stock; 3 weeks if it's a direct shipment		medline.com
BRAVO SYSTEMS	30.00%	307 days in stock; 3 weeks if it's a direct shipment		medline.com
BREG INC	30.00%	308 days in stock; 3 weeks if it's a direct shipment		medline.com
BREVIS CORPORATION	30.00%	309 days in stock; 3 weeks if it's a direct shipment		medline.com
BRIOTECH INC	30.00%	310 days in stock; 3 weeks if it's a direct shipment		medline.com
BRO TEX INC	30.00%	311 days in stock; 3 weeks if it's a direct shipment		medline.com
BROWNMED INC	30.00%	312 days in stock; 3 weeks if it's a direct shipment		medline.com
BRYAN MEDICAL INC	30.00%	313 days in stock; 3 weeks if it's a direct shipment		medline.com
BRYMILL CORPORATION	30.00%	314 days in stock; 3 weeks if it's a direct shipment		medline.com
BSN MEDICAL INC / BSN Essity	30.00%	315 days in stock; 3 weeks if it's a direct shipment		medline.com
BUCKEYE INTERNATIONAL INC	30.00%	316 days in stock; 3 weeks if it's a direct shipment		medline.com
BUFFALO SUPPLY INC	30.00%	317 days in stock; 3 weeks if it's a direct shipment		medline.com
BULBMAN INC	30.00%	318 days in stock; 3 weeks if it's a direct shipment		medline.com
BULBTRONICS INC	30.00%	319 days in stock; 3 weeks if it's a direct shipment		medline.com
BUNZL HOLDINGS INC	30.00%	320 days in stock; 3 weeks if it's a direct shipment		medline.com
BUNZL HOLDINGS INC	30.00%	321 days in stock; 3 weeks if it's a direct shipment		medline.com
BUNZL HOLDINGS INC	30.00%	322 days in stock; 3 weeks if it's a direct shipment		medline.com
BUTLER HOME PRODUCTS LLC	30.00%	323 days in stock; 3 weeks if it's a direct shipment		medline.com
BUYMD.NET	30.00%	324 days in stock; 3 weeks if it's a direct shipment		medline.com
C & A SCIENTIFIC CO INC	30.00%	325 days in stock; 3 weeks if it's a direct shipment		medline.com
C AND G CONTAINERS	30.00%	326 days in stock; 3 weeks if it's a direct shipment		medline.com
C R BARD (DAVOL)	30.00%	327 days in stock; 3 weeks if it's a direct shipment		medline.com
C R BARD (MEDICAL-UROLOGICAL)	30.00%	328 days in stock; 3 weeks if it's a direct shipment		medline.com
CABLES AND SENSORS LLC	30.00%	329 days in stock; 3 weeks if it's a direct shipment		medline.com
CACE INC	30.00%	330 days in stock; 3 weeks if it's a direct shipment		medline.com
CADENCE SCIENCE INC	30.00%	331 days in stock; 3 weeks if it's a direct shipment		medline.com
CADMET INC	30.00%	332 days in stock; 3 weeks if it's a direct shipment		medline.com
CAIRE INC	30.00%	333 days in stock; 3 weeks if it's a direct shipment		medline.com
CAL COAST OPHTHALMIC INSTRUMENTS	30.00%	334 days in stock; 3 weeks if it's a direct shipment		medline.com
CALIFORNIA PACIFIC LABORATORIES INC	30.00%	335 days in stock; 3 weeks if it's a direct shipment		medline.com
CALMOSEPTINE	30.00%	336 days in stock; 3 weeks if it's a direct shipment		medline.com
CALOLYMPIC GLOVE AND SAFETY CO INC	30.00%	337 days in stock; 3 weeks if it's a direct shipment		medline.com
CAMBRIDGE SENSORS USA LLC	30.00%	338 days in stock; 3 weeks if it's a direct shipment		medline.com
CANBERRA CORPORATION	30.00%	339 days in stock; 3 weeks if it's a direct shipment		medline.com
CAPITOL MEDICAL INC	30.00%	340 days in stock; 3 weeks if it's a direct shipment		medline.com
CAPITOL VIAL INC	30.00%	341 days in stock; 3 weeks if it's a direct shipment		medline.com
CARDINAL HEALTH MEDICAL PRODUCTS	30.00%	342 days in stock; 3 weeks if it's a direct shipment		medline.com
CARDINAL HEALTH MEDICAL PRODUCTS	30.00%	343 days in stock; 3 weeks if it's a direct shipment		medline.com
CARDINAL HEALTH MEDICAL PRODUCTS	30.00%	344 days in stock; 3 weeks if it's a direct shipment		medline.com
CARDINAL HEALTH MEDICAL PRODUCTS	30.00%	345 days in stock; 3 weeks if it's a direct shipment		medline.com
CARDINAL HEALTH MEDICAL PRODUCTS	30.00%	346 days in stock; 3 weeks if it's a direct shipment		medline.com
CARDINAL HEALTH MEDICAL PRODUCTS	30.00%	347 days in stock; 3 weeks if it's a direct shipment		medline.com
CARDINAL HEALTH*MEDICAL PRODUCTS	30.00%	348 days in stock; 3 weeks if it's a direct shipment		medline.com
CARDIOVASCULAR SYSTEMS INC	30.00%	349 days in stock; 3 weeks if it's a direct shipment		medline.com
CARE LINE INC	30.00%	350 days in stock; 3 weeks if it's a direct shipment		medline.com
CAREPLUS MEDICAL INC	30.00%	351 days in stock; 3 weeks if it's a direct shipment		medline.com
CARESFIELD LLC	30.00%	352 days in stock; 3 weeks if it's a direct shipment		medline.com
CAROLON COMPANY	30.00%	353 days in stock; 3 weeks if it's a direct shipment		medline.com
CAROLYN M NIES	30.00%	354 days in stock; 3 weeks if it's a direct shipment		medline.com
CARTER HEALTH DISPOSABLE LLC	30.00%	355 days in stock; 3 weeks if it's a direct shipment		medline.com
CASE MEDICAL INC	30.00%	356 days in stock; 3 weeks if it's a direct shipment		medline.com
CASTLE PINES MEDICAL INC	30.00%	357 days in stock; 3 weeks if it's a direct shipment		medline.com
CATAPULT PRODUCTS LLC	30.00%	358 days in stock; 3 weeks if it's a direct shipment		medline.com
CDN	30.00%	359 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
CELLERA LLC	30.00%	360 days in stock; 3 weeks if it's a direct shipment		medline.com
CELLTREAT SCIENTIFIC PRODUCTS LLC	30.00%	361 days in stock; 3 weeks if it's a direct shipment		medline.com
CELLUCAP MANUFACTURING INC	30.00%	362 days in stock; 3 weeks if it's a direct shipment		medline.com
CENMED ENTERPRISES	30.00%	363 days in stock; 3 weeks if it's a direct shipment		medline.com
CENTRAL ASSOCIATION FOR THE BLIND I	30.00%	364 days in stock; 3 weeks if it's a direct shipment		medline.com
CENTRAL INFUSION ALLIANCE INC	30.00%	365 days in stock; 3 weeks if it's a direct shipment		medline.com
CENTRAL SOLUTIONS	30.00%	366 days in stock; 3 weeks if it's a direct shipment		medline.com
CENTURY HOSIERY INC	30.00%	367 days in stock; 3 weeks if it's a direct shipment		medline.com
CENTURY PHARMACEUTICALS INC	30.00%	368 days in stock; 3 weeks if it's a direct shipment		medline.com
CERTA DOSE INC	30.00%	369 days in stock; 3 weeks if it's a direct shipment		medline.com
CETIS INC	30.00%	370 days in stock; 3 weeks if it's a direct shipment		medline.com
CETYLITE INDUSTRIES INC	30.00%	371 days in stock; 3 weeks if it's a direct shipment		medline.com
CHALLENGER HEALTH LLC	30.00%	372 days in stock; 3 weeks if it's a direct shipment		medline.com
CHARTECH INC	30.00%	373 days in stock; 3 weeks if it's a direct shipment		medline.com
CHEMENCE MEDICAL PRODUCTS INC	30.00%	374 days in stock; 3 weeks if it's a direct shipment		medline.com
CHICAGO PROTECTIVE APPAREL INC	30.00%	375 days in stock; 3 weeks if it's a direct shipment		medline.com
CHURCH AND DWIGHT CO INC	30.00%	376 days in stock; 3 weeks if it's a direct shipment		medline.com
CINCINNATI ASSOCIATION FOR THE BLIN	30.00%	377 days in stock; 3 weeks if it's a direct shipment		medline.com
CINCINNATI SURGICAL CO	30.00%	378 days in stock; 3 weeks if it's a direct shipment		medline.com
CIVCO MEDICAL INSTRUMENTS CO INC	30.00%	379 days in stock; 3 weeks if it's a direct shipment		medline.com
CLAFLIN SERVICE COMPANY	30.00%	380 days in stock; 3 weeks if it's a direct shipment		medline.com
CLAFLIN SERVICE COMPANY	30.00%	381 days in stock; 3 weeks if it's a direct shipment		medline.com
CLEAN ROOMS WEST INC	30.00%	382 days in stock; 3 weeks if it's a direct shipment		medline.com
CLEANIS INC	30.00%	383 days in stock; 3 weeks if it's a direct shipment		medline.com
CLEANLIFE PRODUCTS	30.00%	384 days in stock; 3 weeks if it's a direct shipment		medline.com
CLEANSLATE GROUP LLC	30.00%	385 days in stock; 3 weeks if it's a direct shipment		medline.com
CLEARFAST	30.00%	386 days in stock; 3 weeks if it's a direct shipment		medline.com
CLEARPOINT MEDICAL	30.00%	387 days in stock; 3 weeks if it's a direct shipment		medline.com
CLEARSPEC LLC	30.00%	388 days in stock; 3 weeks if it's a direct shipment		medline.com
CLEVELAND MEDICAL DEVICES INC	30.00%	389 days in stock; 3 weeks if it's a direct shipment		medline.com
CLINICAL INNOVATIONS LLC	30.00%	390 days in stock; 3 weeks if it's a direct shipment		medline.com
CLINICAL TECHNOLOGY INC	30.00%	391 days in stock; 3 weeks if it's a direct shipment		medline.com
CLOROX HEALTHCARE HOLDINGS	30.00%	392 days in stock; 3 weeks if it's a direct shipment		medline.com
CLOROX SALES COMPANY	30.00%	393 days in stock; 3 weeks if it's a direct shipment		medline.com
CNF MEDICAL A DIVISION OF	30.00%	394 days in stock; 3 weeks if it's a direct shipment		medline.com
COALITION OF PERFUSION SERVICES INC	30.00%	395 days in stock; 3 weeks if it's a direct shipment		medline.com
COAST TO COAST	30.00%	396 days in stock; 3 weeks if it's a direct shipment		medline.com
COASTAL LIFE SYSTEMS INC	30.00%	397 days in stock; 3 weeks if it's a direct shipment		medline.com
CODAN INC	30.00%	398 days in stock; 3 weeks if it's a direct shipment		medline.com
COLD CHAIN TECHNOLOGIES INC	30.00%	399 days in stock; 3 weeks if it's a direct shipment		medline.com
COLE PARMER INSTRUMENT COMPANY LLC	30.00%	400 days in stock; 3 weeks if it's a direct shipment		medline.com
COLE PARMER INSTRUMENT COMPANY LLC	30.00%	401 days in stock; 3 weeks if it's a direct shipment		medline.com
COLGATE PALMOLIVE COMPANY	30.00%	402 days in stock; 3 weeks if it's a direct shipment		medline.com
COLLEEN MELOFF	30.00%	403 days in stock; 3 weeks if it's a direct shipment		medline.com
COLOPLAST CORPORATION	30.00%	404 days in stock; 3 weeks if it's a direct shipment		medline.com
COM PAC INTERNATIONAL INC	30.00%	405 days in stock; 3 weeks if it's a direct shipment		medline.com
COMEDICAL INC	30.00%	406 days in stock; 3 weeks if it's a direct shipment		medline.com
COMPASS RICHMAR LLC	30.00%	407 days in stock; 3 weeks if it's a direct shipment		medline.com
COMPASS RICHMAR LLC	30.00%	408 days in stock; 3 weeks if it's a direct shipment		medline.com
COMPLETE SOLUTIONS TECHNOLOGIES LLC	30.00%	409 days in stock; 3 weeks if it's a direct shipment		medline.com
CONCORDANCE HEALTHCARE SOLUTIONS L	30.00%	410 days in stock; 3 weeks if it's a direct shipment		medline.com
CONCORDANCE HEALTHCARE SOLUTIONS L	30.00%	411 days in stock; 3 weeks if it's a direct shipment		medline.com
CONE INSTRUMENTS LLC	30.00%	412 days in stock; 3 weeks if it's a direct shipment		medline.com
CONFORTAIRE INC	30.00%	413 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
CONGRESSIONAL MEDICAL SUPPLY LLC	30.00%	414 days in stock; 3 weeks if it's a direct shipment		medline.com
CONMED CORPORATION	30.00%	415 days in stock; 3 weeks if it's a direct shipment		medline.com
CONMED LINVATEC	30.00%	416 days in stock; 3 weeks if it's a direct shipment		medline.com
CONTEC INC	30.00%	417 days in stock; 3 weeks if it's a direct shipment		medline.com
CONVATEC	30.00%	418 days in stock; 3 weeks if it's a direct shipment		medline.com
CONVATEC INC	30.00%	419 days in stock; 3 weeks if it's a direct shipment		medline.com
COOK MEDICAL INC	30.00%	420 days in stock; 3 weeks if it's a direct shipment		medline.com
COOPER SURGICAL INC	30.00%	421 days in stock; 3 weeks if it's a direct shipment		medline.com
CORE PRODUCTS INTERNATIONAL INC	30.00%	422 days in stock; 3 weeks if it's a direct shipment		medline.com
CORETEX PRODUCTS INC	30.00%	423 days in stock; 3 weeks if it's a direct shipment		medline.com
COSCO ENTERPRISES INC	30.00%	424 days in stock; 3 weeks if it's a direct shipment		medline.com
COVALON TECHNOLOGIES INC	30.00%	425 days in stock; 3 weeks if it's a direct shipment		medline.com
COVENANT MEDICAL	30.00%	426 days in stock; 3 weeks if it's a direct shipment		medline.com
COVIDIEN (KENDALL HEALTHCARE)	30.00%	427 days in stock; 3 weeks if it's a direct shipment		medline.com
COVIDIEN (KENDALL)	30.00%	428 days in stock; 3 weeks if it's a direct shipment		medline.com
COVIDIEN (KENDALL)	30.00%	429 days in stock; 3 weeks if it's a direct shipment		medline.com
COVIDIEN (KENDALL) REPROCESSING	30.00%	430 days in stock; 3 weeks if it's a direct shipment		medline.com
COVR MEDICAL LLC	30.00%	431 days in stock; 3 weeks if it's a direct shipment		medline.com
CP MEDICAL	30.00%	432 days in stock; 3 weeks if it's a direct shipment		medline.com
CR BARD (ACCESS SYSTEMS)	30.00%	433 days in stock; 3 weeks if it's a direct shipment		medline.com
CR BARD (PATIENT CARE)	30.00%	434 days in stock; 3 weeks if it's a direct shipment		medline.com
CR BARD (PERIPHERAL VASCULAR)	30.00%	435 days in stock; 3 weeks if it's a direct shipment		medline.com
CRAMER DECKER INDUSTRIES	30.00%	436 days in stock; 3 weeks if it's a direct shipment		medline.com
CRESTPOINT MANAGEMENT LTD	30.00%	437 days in stock; 3 weeks if it's a direct shipment		medline.com
CRITICAL CARE DIAGNOSTICS INC	30.00%	438 days in stock; 3 weeks if it's a direct shipment		medline.com
CROWN POLY INC	30.00%	439 days in stock; 3 weeks if it's a direct shipment		medline.com
CRYPTON INC	30.00%	440 days in stock; 3 weeks if it's a direct shipment		medline.com
CULVAPAC LTD	30.00%	441 days in stock; 3 weeks if it's a direct shipment		medline.com
CUMMINGS PROMOTIONS LLC	30.00%	442 days in stock; 3 weeks if it's a direct shipment		medline.com
CUNNINGHAM WOODLAND	30.00%	443 days in stock; 3 weeks if it's a direct shipment		medline.com
CURA SURGICAL INC	30.00%	444 days in stock; 3 weeks if it's a direct shipment		medline.com
CURBELL MEDICAL PRODUCTS INC	30.00%	445 days in stock; 3 weeks if it's a direct shipment		medline.com
CURE MEDICAL LLC	30.00%	446 days in stock; 3 weeks if it's a direct shipment		medline.com
CURRIE MEDICAL SPECIALTIES INC	30.00%	447 days in stock; 3 weeks if it's a direct shipment		medline.com
CUSTOM HEALTH SYSTEM	30.00%	448 days in stock; 3 weeks if it's a direct shipment		medline.com
CUSTOM HOSPITAL PRODUCTS INC	30.00%	449 days in stock; 3 weeks if it's a direct shipment		medline.com
CUSTOM MEDICAL SPECIALTIES INC	30.00%	450 days in stock; 3 weeks if it's a direct shipment		medline.com
CUSTOPHARM INC	30.00%	451 days in stock; 3 weeks if it's a direct shipment		medline.com
D O WEAVER AND COMPANY	30.00%	452 days in stock; 3 weeks if it's a direct shipment		medline.com
D R BURTON HEALTHCARE LLC	30.00%	453 days in stock; 3 weeks if it's a direct shipment		medline.com
D T DAVIS ENTERPRISES LTD	30.00%	454 days in stock; 3 weeks if it's a direct shipment		medline.com
D T DAVIS ENTERPRISES LTD	30.00%	455 days in stock; 3 weeks if it's a direct shipment		medline.com
DALE MEDICAL PRODUCTS INC	30.00%	456 days in stock; 3 weeks if it's a direct shipment		medline.com
DANIEL TAPIA	30.00%	457 days in stock; 3 weeks if it's a direct shipment		medline.com
DANLEE MEDICAL PRODUCTS INC	30.00%	458 days in stock; 3 weeks if it's a direct shipment		medline.com
DANMAR PRODUCTS INC	30.00%	459 days in stock; 3 weeks if it's a direct shipment		medline.com
DANO ENTERPRISES INC	30.00%	460 days in stock; 3 weeks if it's a direct shipment		medline.com
DAS MEDICAL HOLDINGS LLC	30.00%	461 days in stock; 3 weeks if it's a direct shipment		medline.com
DAVID SCOTT COMPANY	30.00%	462 days in stock; 3 weeks if it's a direct shipment		medline.com
DEBAR GOLD LTD	30.00%	463 days in stock; 3 weeks if it's a direct shipment		medline.com
DEFIBTECH LLC	30.00%	464 days in stock; 3 weeks if it's a direct shipment		medline.com
DELTA PLUS CORPORATION	30.00%	465 days in stock; 3 weeks if it's a direct shipment		medline.com
DELUXE SMALL BUSINESS SALES INC	30.00%	466 days in stock; 3 weeks if it's a direct shipment		medline.com
DEMETECH CORPORATION	30.00%	467 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
DENOVO PRODUCTS LLC	30.00%	468 days in stock; 3 weeks if it's a direct shipment		medline.com
DENTAL HEALTH PRODUCTS INC	30.00%	469 days in stock; 3 weeks if it's a direct shipment		medline.com
DENTAL HOLDING LLC	30.00%	470 days in stock; 3 weeks if it's a direct shipment		medline.com
DENTALEZ INC	30.00%	471 days in stock; 3 weeks if it's a direct shipment		medline.com
DENTSPLY IH INC	30.00%	472 days in stock; 3 weeks if it's a direct shipment		medline.com
DENTSPLY INTERNATIONAL INC	30.00%	473 days in stock; 3 weeks if it's a direct shipment		medline.com
DENVER MATTRESS CO LLC	30.00%	474 days in stock; 3 weeks if it's a direct shipment		medline.com
DEPUY SYNTHES SALES INC	30.00%	475 days in stock; 3 weeks if it's a direct shipment		medline.com
DEPUY/A JOHNSON AND JOHNSON CO	30.00%	476 days in stock; 3 weeks if it's a direct shipment		medline.com
DERMAPAC INC	30.00%	477 days in stock; 3 weeks if it's a direct shipment		medline.com
DERMARITE INDUSTRIES LLC	30.00%	478 days in stock; 3 weeks if it's a direct shipment		medline.com
DEROYAL INDUSTRIES INC	30.00%	479 days in stock; 3 weeks if it's a direct shipment		medline.com
DEROYAL INDUSTRIES INC	30.00%	480 days in stock; 3 weeks if it's a direct shipment		medline.com
DESOUTTER MEDICAL USA INC	30.00%	481 days in stock; 3 weeks if it's a direct shipment		medline.com
DGP INTELSIUS LLC	30.00%	482 days in stock; 3 weeks if it's a direct shipment		medline.com
DIAMEDICAL USA EQUIPMENT LLC	30.00%	483 days in stock; 3 weeks if it's a direct shipment		medline.com
DIASOL INC	30.00%	484 days in stock; 3 weeks if it's a direct shipment		medline.com
DIGI TRAX CORPORATION	30.00%	485 days in stock; 3 weeks if it's a direct shipment		medline.com
DISASTER MANAGEMENT SYSTEMS INC	30.00%	486 days in stock; 3 weeks if it's a direct shipment		medline.com
DISORB SYSTEMS INC	30.00%	487 days in stock; 3 weeks if it's a direct shipment		medline.com
DISTRIBUTION SYSTEMS INTERNATIONAL	30.00%	488 days in stock; 3 weeks if it's a direct shipment		medline.com
DISTRICT HEALTHCARE & JANITORIAL	30.00%	489 days in stock; 3 weeks if it's a direct shipment		medline.com
DIVERGENT MEDICAL TECHNOLOGIES LLC	30.00%	490 days in stock; 3 weeks if it's a direct shipment		medline.com
DIVERSATEK HEALTHCARE	30.00%	491 days in stock; 3 weeks if it's a direct shipment		medline.com
DIVERSEY INC	30.00%	492 days in stock; 3 weeks if it's a direct shipment		medline.com
DIVERSEY INC	30.00%	493 days in stock; 3 weeks if it's a direct shipment		medline.com
DJO LLC	30.00%	494 days in stock; 3 weeks if it's a direct shipment		medline.com
DJO LLC	30.00%	495 days in stock; 3 weeks if it's a direct shipment		medline.com
DMS HOLDINGS INC	30.00%	496 days in stock; 3 weeks if it's a direct shipment		medline.com
DMS HOLDINGS INC	30.00%	497 days in stock; 3 weeks if it's a direct shipment		medline.com
DMS PHARMACEUTICAL GROUP INC	30.00%	498 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*AEGIS SPINE INC	30.00%	499 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*ALLIANCE RUBBER COMPANY	30.00%	500 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*ALLIQUA BIOMEDICAL INC	30.00%	501 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*AMERICAN HOTEL REGISTER COMPANY	30.00%	502 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*AQUAMEDIX LLC	30.00%	503 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*BIIBY BIB LLC	30.00%	504 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*BNK*DEPUY SYNTHES SALES INC	30.00%	505 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*BRECK J MIDDLETON	30.00%	506 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*BUNDLE OF DREAMS LLC	30.00%	507 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*CAREFUSION 205 INC	30.00%	508 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*COCA COLA BOTTLING CO CONSOLIDA	30.00%	509 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*CRANIOMANDIBULAR REHAB INC	30.00%	510 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*DA BURKE & ASSOCIATES LLC	30.00%	511 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*DUNLOP PROTECTIVE FOOTWEAR USA	30.00%	512 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*ERA HEALTH LLC	30.00%	513 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*FAIRHAVEN HEALTH LLC	30.00%	514 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*FOREST MEDICAL LLC	30.00%	515 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*FREDERICK HART CO INC	30.00%	516 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*GENERAC POWER SYSTEMS INC	30.00%	517 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*GLOBAL MEDICAL IMAGING LLC	30.00%	518 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*GLOBAL RESPIRATORY SOLUTIONS IN	30.00%	519 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*GMA ACCESSORIES INC	30.00%	520 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*HELEN CIESIELSKI	30.00%	521 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
DNU*HELM TECHNOLOGIES LLC	30.00%	522 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*HOMER SANARA INC	30.00%	523 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*HOWMEDICA OSTEONICS CORP	30.00%	524 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*LUXFER GAS CYLINDERS INC	30.00%	525 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*MEDTEK INC	30.00%	526 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*MID-AMERICA SERVICE SOLUTIONS L	30.00%	527 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*PEDIA SOLUTIONS LLC	30.00%	528 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*PEPSI COLA GENERAL BOTTLERS INC	30.00%	529 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*POLYCRAFT INC	30.00%	530 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*PROFORMA GOOD WOOD MARKETING	30.00%	531 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*REGAL LAGER INC	30.00%	532 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*RESPIREX NA INC	30.00%	533 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*RINGERS TECHNOLOGIES LLC	30.00%	534 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*RONDO TOP HOLDINGS LLC	30.00%	535 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*SANTUS LLC	30.00%	536 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*SNK MEDICAL LLC	30.00%	537 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*SOLUBLE SYSTEMS	30.00%	538 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*SYNERGY MEDICAL INC	30.00%	539 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*TROVRX INC	30.00%	540 days in stock; 3 weeks if it's a direct shipment		medline.com
DNU*ZEV SUPPLIES	30.00%	541 days in stock; 3 weeks if it's a direct shipment		medline.com
DOCTORS EQUIPMENT SERVICE INC	30.00%	542 days in stock; 3 weeks if it's a direct shipment		medline.com
DOCUMENT IMAGING DIMENSIONS INC	30.00%	543 days in stock; 3 weeks if it's a direct shipment		medline.com
DOMICO MED DEVICE LLC	30.00%	544 days in stock; 3 weeks if it's a direct shipment		medline.com
DONEGAN OPTICAL COMPANY INC	30.00%	545 days in stock; 3 weeks if it's a direct shipment		medline.com
DOREL JUVENILE GROUP	30.00%	546 days in stock; 3 weeks if it's a direct shipment		medline.com
DOT FOODS INC	30.00%	547 days in stock; 3 weeks if it's a direct shipment		medline.com
DOT SCIENTIFIC INC	30.00%	548 days in stock; 3 weeks if it's a direct shipment		medline.com
DOUBLEDAY ACQUISITIONS LLC	30.00%	549 days in stock; 3 weeks if it's a direct shipment		medline.com
DOUG BROWN AND ASSOCIATES	30.00%	550 days in stock; 3 weeks if it's a direct shipment		medline.com
DR INSTRUMENTS INC	30.00%	551 days in stock; 3 weeks if it's a direct shipment		medline.com
DR REDDYS LABORATORIES INC	30.00%	552 days in stock; 3 weeks if it's a direct shipment		medline.com
DRAEGER INC	30.00%	553 days in stock; 3 weeks if it's a direct shipment		medline.com
DRAVON MEDICAL INC	30.00%	554 days in stock; 3 weeks if it's a direct shipment		medline.com
DRE MEDICAL GROUP INC	30.00%	555 days in stock; 3 weeks if it's a direct shipment		medline.com
DUKAL CORPORATION	30.00%	556 days in stock; 3 weeks if it's a direct shipment		medline.com
DUPACO INC	30.00%	557 days in stock; 3 weeks if it's a direct shipment		medline.com
DUPONT SPECIALTY PRODUCTS USA LLC	30.00%	558 days in stock; 3 weeks if it's a direct shipment		medline.com
DURACELL INDUSTRIAL OPERATIONS INC	30.00%	559 days in stock; 3 weeks if it's a direct shipment		medline.com
DURACORP LLC	30.00%	560 days in stock; 3 weeks if it's a direct shipment		medline.com
DURALINE MEDICAL PRODUCTS INC	30.00%	561 days in stock; 3 weeks if it's a direct shipment		medline.com
DURFOLD CORPORATION	30.00%	562 days in stock; 3 weeks if it's a direct shipment		medline.com
DYNAMIC DIAGNOSTICS INC	30.00%	563 days in stock; 3 weeks if it's a direct shipment		medline.com
DYNAREX CORPORATION	30.00%	564 days in stock; 3 weeks if it's a direct shipment		medline.com
DYNAVAX TECHNOLOGIES CORP	30.00%	565 days in stock; 3 weeks if it's a direct shipment		medline.com
EA BECK AND CO	30.00%	566 days in stock; 3 weeks if it's a direct shipment		medline.com
EAGLE ENDOSCOPIC INC	30.00%	567 days in stock; 3 weeks if it's a direct shipment		medline.com
EARTH MAMA ANGEL BABY LLC	30.00%	568 days in stock; 3 weeks if it's a direct shipment		medline.com
EASTERN RAIL SYSTEMS INC	30.00%	569 days in stock; 3 weeks if it's a direct shipment		medline.com
ECHELON DISTRIBUTION LLC	30.00%	570 days in stock; 3 weeks if it's a direct shipment		medline.com
ECO LIPS INC	30.00%	571 days in stock; 3 weeks if it's a direct shipment		medline.com
ECOLAB INC	30.00%	572 days in stock; 3 weeks if it's a direct shipment		medline.com
ECOLAB INC	30.00%	573 days in stock; 3 weeks if it's a direct shipment		medline.com
ED BULLARD COMPANY	30.00%	574 days in stock; 3 weeks if it's a direct shipment		medline.com
EDGEWELL PERSONAL CARE LLC	30.00%	575 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
EDLAW PHARMACEUTICALS INC	30.00%	576 days in stock; 3 weeks if it's a direct shipment		medline.com
EDM 3 LLC	30.00%	577 days in stock; 3 weeks if it's a direct shipment		medline.com
EDWARDS LIFESCIENCES	30.00%	578 days in stock; 3 weeks if it's a direct shipment		medline.com
EHOB	30.00%	579 days in stock; 3 weeks if it's a direct shipment		medline.com
EITAN GROUP NORTH AMERICA INC	30.00%	580 days in stock; 3 weeks if it's a direct shipment		medline.com
EKLA CORPORATION	30.00%	581 days in stock; 3 weeks if it's a direct shipment		medline.com
ELECTRA MED CORPORATION	30.00%	582 days in stock; 3 weeks if it's a direct shipment		medline.com
ELECTRO MEDICAL EQUIPMENT CO LTD	30.00%	583 days in stock; 3 weeks if it's a direct shipment		medline.com
ELECTROMED INC	30.00%	584 days in stock; 3 weeks if it's a direct shipment		medline.com
ELOS MEDTECH U S HOLDINGS INC	30.00%	585 days in stock; 3 weeks if it's a direct shipment		medline.com
EM ADAMS COMPANY INC	30.00%	586 days in stock; 3 weeks if it's a direct shipment		medline.com
EMED MEDICAL COMPANY	30.00%	587 days in stock; 3 weeks if it's a direct shipment		medline.com
EMED TECHNOLOGIES CORPORATION	30.00%	588 days in stock; 3 weeks if it's a direct shipment		medline.com
EMERALD PRINT MANAGEMENT INC	30.00%	589 days in stock; 3 weeks if it's a direct shipment		medline.com
EMERSON HEALTHCARE LLC	30.00%	590 days in stock; 3 weeks if it's a direct shipment		medline.com
EMS SOLUTIONS LLC	30.00%	591 days in stock; 3 weeks if it's a direct shipment		medline.com
EMSIX LLC	30.00%	592 days in stock; 3 weeks if it's a direct shipment		medline.com
ENCISION INC	30.00%	593 days in stock; 3 weeks if it's a direct shipment		medline.com
ENCOMPASS GROUP LLC	30.00%	594 days in stock; 3 weeks if it's a direct shipment		medline.com
ENCOMPASS GROUP LLC	30.00%	595 days in stock; 3 weeks if it's a direct shipment		medline.com
ENCORE INC	30.00%	596 days in stock; 3 weeks if it's a direct shipment		medline.com
ENDUR ID INC	30.00%	597 days in stock; 3 weeks if it's a direct shipment		medline.com
ENDUR ID INC	30.00%	598 days in stock; 3 weeks if it's a direct shipment		medline.com
ENERGIZER BATTERY INC	30.00%	599 days in stock; 3 weeks if it's a direct shipment		medline.com
ENERGIZER HOLDINGS INC	30.00%	600 days in stock; 3 weeks if it's a direct shipment		medline.com
ENGINEERED MEDICAL SYSTEMS aka Pulmodyne	30.00%	601 days in stock; 3 weeks if it's a direct shipment		medline.com
ENVISION INDUSTRIES INC	30.00%	602 days in stock; 3 weeks if it's a direct shipment		medline.com
ENVOY SOLUTIONS LLC DBA	30.00%	603 days in stock; 3 weeks if it's a direct shipment		medline.com
ENZYME SOLUTIONS INC	30.00%	604 days in stock; 3 weeks if it's a direct shipment		medline.com
EPPENDORF NORTH AMERICA INC	30.00%	605 days in stock; 3 weeks if it's a direct shipment		medline.com
EQUASHIELD LLC	30.00%	606 days in stock; 3 weeks if it's a direct shipment		medline.com
ERBE USA INC	30.00%	607 days in stock; 3 weeks if it's a direct shipment		medline.com
ERGOMAT INC	30.00%	608 days in stock; 3 weeks if it's a direct shipment		medline.com
ESSENDANT CO	30.00%	609 days in stock; 3 weeks if it's a direct shipment		medline.com
ESSITY PROFESSIONAL HYGIENE NORTH	30.00%	610 days in stock; 3 weeks if it's a direct shipment		medline.com
ESWALLOW USA LLC	30.00%	611 days in stock; 3 weeks if it's a direct shipment		medline.com
EVACUSLED INC	30.00%	612 days in stock; 3 weeks if it's a direct shipment		medline.com
EVENFLO COMPANY INC	30.00%	613 days in stock; 3 weeks if it's a direct shipment		medline.com
EVENFLO FEEDING INC	30.00%	614 days in stock; 3 weeks if it's a direct shipment		medline.com
EVUS HEALTH SOLUTIONS LLC	30.00%	615 days in stock; 3 weeks if it's a direct shipment		medline.com
EXCELERON MEDICAL INC	30.00%	616 days in stock; 3 weeks if it's a direct shipment		medline.com
EXCELLENT POLY INC	30.00%	617 days in stock; 3 weeks if it's a direct shipment		medline.com
EXCLUSIVE IMPORTS	30.00%	618 days in stock; 3 weeks if it's a direct shipment		medline.com
EXITTHEAPPLE LLC	30.00%	619 days in stock; 3 weeks if it's a direct shipment		medline.com
EXPAND A BAND LLC	30.00%	620 days in stock; 3 weeks if it's a direct shipment		medline.com
EXTRA PACKAGING LLC	30.00%	621 days in stock; 3 weeks if it's a direct shipment		medline.com
EYE SHIELD TECHNOLOGY	30.00%	622 days in stock; 3 weeks if it's a direct shipment		medline.com
FABCO WRAP INC	30.00%	623 days in stock; 3 weeks if it's a direct shipment		medline.com
FALCON SAFETY PRODUCTS INC	30.00%	624 days in stock; 3 weeks if it's a direct shipment		medline.com
FARETEC INC	30.00%	625 days in stock; 3 weeks if it's a direct shipment		medline.com
FENWAL INC	30.00%	626 days in stock; 3 weeks if it's a direct shipment		medline.com
FERNDALE LABORATORIES INC	30.00%	627 days in stock; 3 weeks if it's a direct shipment		medline.com
FERNO-WASHINGTON INC	30.00%	628 days in stock; 3 weeks if it's a direct shipment		medline.com
FERRING PHARMA	30.00%	629 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
FERRING PHARMACEUTICALS INC	30.00%	630 days in stock; 3 weeks if it's a direct shipment		medline.com
FERRIS MFG CORP	30.00%	631 days in stock; 3 weeks if it's a direct shipment		medline.com
FETACCESORRIES	30.00%	632 days in stock; 3 weeks if it's a direct shipment		medline.com
FIDIA PHARMA USA INC	30.00%	633 days in stock; 3 weeks if it's a direct shipment		medline.com
FILER MEDICAL INC	30.00%	634 days in stock; 3 weeks if it's a direct shipment		medline.com
FIRST NATION GROUP LLC	30.00%	635 days in stock; 3 weeks if it's a direct shipment		medline.com
FIRSTLINE INCORPORATED	30.00%	636 days in stock; 3 weeks if it's a direct shipment		medline.com
FISHER AND PAYKEL HEALTHCARE INC	30.00%	637 days in stock; 3 weeks if it's a direct shipment		medline.com
FISHER CONTAINER HOLDINGS LLC	30.00%	638 days in stock; 3 weeks if it's a direct shipment		medline.com
FLEMING INDUSTRIES INC	30.00%	639 days in stock; 3 weeks if it's a direct shipment		medline.com
FLEXICARE INC	30.00%	640 days in stock; 3 weeks if it's a direct shipment		medline.com
FOCUS HEALTH GROUP INC	30.00%	641 days in stock; 3 weeks if it's a direct shipment		medline.com
FORDION PKG LTD	30.00%	642 days in stock; 3 weeks if it's a direct shipment		medline.com
FOUNDATION CARE LLC	30.00%	643 days in stock; 3 weeks if it's a direct shipment		medline.com
FOUNDATIONS WORLDWIDE INC	30.00%	644 days in stock; 3 weeks if it's a direct shipment		medline.com
FOX CONVERTING INC	30.00%	645 days in stock; 3 weeks if it's a direct shipment		medline.com
FRANK STUBBS CO INC	30.00%	646 days in stock; 3 weeks if it's a direct shipment		medline.com
FRESENIUS KABI USA LLC	30.00%	647 days in stock; 3 weeks if it's a direct shipment		medline.com
FRESENIUS USA MANUFACTURING	30.00%	648 days in stock; 3 weeks if it's a direct shipment		medline.com
FREUDENBERG HOUSEHOLD PRODUCTS	30.00%	649 days in stock; 3 weeks if it's a direct shipment		medline.com
FREUDENBERG MEDICAL LLC	30.00%	650 days in stock; 3 weeks if it's a direct shipment		medline.com
FREUDENBERG MEDICAL LLC	30.00%	651 days in stock; 3 weeks if it's a direct shipment		medline.com
FRONTIER MEDICAL PRODUCTS	30.00%	652 days in stock; 3 weeks if it's a direct shipment		medline.com
FS GROUP LLC	30.00%	653 days in stock; 3 weeks if it's a direct shipment		medline.com
FUJIFILM MEDICAL SYSTEMS USA INC	30.00%	654 days in stock; 3 weeks if it's a direct shipment		medline.com
FUKUDA DENSHI USA INC	30.00%	655 days in stock; 3 weeks if it's a direct shipment		medline.com
FURNISS CORPORATION LTD	30.00%	656 days in stock; 3 weeks if it's a direct shipment		medline.com
GARDNER MEDICAL SPECIALTIES INC	30.00%	657 days in stock; 3 weeks if it's a direct shipment		medline.com
GBS CORP	30.00%	658 days in stock; 3 weeks if it's a direct shipment		medline.com
GCB MEDICAL LLC	30.00%	659 days in stock; 3 weeks if it's a direct shipment		medline.com
GE HEALTHCARE CONTRAST MEDIA	30.00%	660 days in stock; 3 weeks if it's a direct shipment		medline.com
GE HEALTHCARE DATEX-OHMEDA	30.00%	661 days in stock; 3 weeks if it's a direct shipment		medline.com
GE HEALTHCARE TECHNOLOGIES	30.00%	662 days in stock; 3 weeks if it's a direct shipment		medline.com
GE MEDICAL (CUFFS)	30.00%	663 days in stock; 3 weeks if it's a direct shipment		medline.com
GE MEDICAL SYSTEMS ULTRASOUND	30.00%	664 days in stock; 3 weeks if it's a direct shipment		medline.com
GE PRECISION HEALTHCARE LLC	30.00%	665 days in stock; 3 weeks if it's a direct shipment		medline.com
GELOK INTERNATIONAL CORPORATION	30.00%	666 days in stock; 3 weeks if it's a direct shipment		medline.com
GEMCO	30.00%	667 days in stock; 3 weeks if it's a direct shipment		medline.com
GENERAL CARDIAC TECHNOLOGY INC	30.00%	668 days in stock; 3 weeks if it's a direct shipment		medline.com
GENERAL PHYSIOTHERAPY INC	30.00%	669 days in stock; 3 weeks if it's a direct shipment		medline.com
GENESIS DISPOSABLES LLC	30.00%	670 days in stock; 3 weeks if it's a direct shipment		medline.com
GENESIS MEDICAL PRODUCTS INC	30.00%	671 days in stock; 3 weeks if it's a direct shipment		medline.com
GENEVA HEALTHCARE LLC	30.00%	672 days in stock; 3 weeks if it's a direct shipment		medline.com
GENTHERM INC	30.00%	673 days in stock; 3 weeks if it's a direct shipment		medline.com
GEO MED LLC	30.00%	674 days in stock; 3 weeks if it's a direct shipment		medline.com
GEORGE GLOVE COMPANY INC	30.00%	675 days in stock; 3 weeks if it's a direct shipment		medline.com
GETINGE USA SALES LLC	30.00%	676 days in stock; 3 weeks if it's a direct shipment		medline.com
GETINGE USA SALES LLC	30.00%	677 days in stock; 3 weeks if it's a direct shipment		medline.com
GF HEALTH PRODUCTS INC	30.00%	678 days in stock; 3 weeks if it's a direct shipment		medline.com
GLADDEN AND METZ INC	30.00%	679 days in stock; 3 weeks if it's a direct shipment		medline.com
GLO GERM COMPANY	30.00%	680 days in stock; 3 weeks if it's a direct shipment		medline.com
GLOBAL BIOMEDICAL TECHNOLOGIES LLC	30.00%	681 days in stock; 3 weeks if it's a direct shipment		medline.com
GLOBAL HEALTH PRODUCTS INC	30.00%	682 days in stock; 3 weeks if it's a direct shipment		medline.com
GLOBAL PROCUREMENT SOLUTIONS INC	30.00%	683 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
GLOBAL TRANSPLANT SOLUTIONS INC	30.00%	684 days in stock; 3 weeks if it's a direct shipment		medline.com
GLOVES IN A BOTTLE INC	30.00%	685 days in stock; 3 weeks if it's a direct shipment		medline.com
GOGOODS.COM INC	30.00%	686 days in stock; 3 weeks if it's a direct shipment		medline.com
GOJO INDUSTRIES INC	30.00%	687 days in stock; 3 weeks if it's a direct shipment		medline.com
GOLD COAST MEDICAL SUPPLY LP	30.00%	688 days in stock; 3 weeks if it's a direct shipment		medline.com
GOLDA INC	30.00%	689 days in stock; 3 weeks if it's a direct shipment		medline.com
GOLDEN MAX LLC	30.00%	690 days in stock; 3 weeks if it's a direct shipment		medline.com
GOLDEN MAX LLC	30.00%	691 days in stock; 3 weeks if it's a direct shipment		medline.com
GOLDEN MAX LLC	30.00%	692 days in stock; 3 weeks if it's a direct shipment		medline.com
GORDON BRUSH WISCONSIN LLC	30.00%	693 days in stock; 3 weeks if it's a direct shipment		medline.com
GP OPERATIONS HOLDINGS LLC	30.00%	694 days in stock; 3 weeks if it's a direct shipment		medline.com
GP OPERATIONS HOLDINGS LLC	30.00%	695 days in stock; 3 weeks if it's a direct shipment		medline.com
GRACE MEDICAL INC	30.00%	696 days in stock; 3 weeks if it's a direct shipment		medline.com
GRACO CHILDRENS PRODUCTS INC	30.00%	697 days in stock; 3 weeks if it's a direct shipment		medline.com
GRACO CHILDRENS PRODUCTS INC	30.00%	698 days in stock; 3 weeks if it's a direct shipment		medline.com
GRAMPAS GARDEN INC	30.00%	699 days in stock; 3 weeks if it's a direct shipment		medline.com
GRAND STRATEGY LLC	30.00%	700 days in stock; 3 weeks if it's a direct shipment		medline.com
GRAPHIC CONTROLS ACQUISITION CORP	30.00%	701 days in stock; 3 weeks if it's a direct shipment		medline.com
GRAYBAR	30.00%	702 days in stock; 3 weeks if it's a direct shipment		medline.com
GREER MEDICAL INC	30.00%	703 days in stock; 3 weeks if it's a direct shipment		medline.com
GREINER BIO-ONE	30.00%	704 days in stock; 3 weeks if it's a direct shipment		medline.com
GREINER BIO-ONE	30.00%	705 days in stock; 3 weeks if it's a direct shipment		medline.com
GREINER BIO-ONE	30.00%	706 days in stock; 3 weeks if it's a direct shipment		medline.com
GRIFFIN CARE LLC	30.00%	707 days in stock; 3 weeks if it's a direct shipment		medline.com
GRIFOLS USA LLC	30.00%	708 days in stock; 3 weeks if it's a direct shipment		medline.com
Groman Inc. DBA Aerosoless Medical	30.00%	709 days in stock; 3 weeks if it's a direct shipment		medline.com
GS MEDICAL PACKAGING INC	30.00%	710 days in stock; 3 weeks if it's a direct shipment		medline.com
GUERBET LLC	30.00%	711 days in stock; 3 weeks if it's a direct shipment		medline.com
GUY & ONEILL INC	30.00%	712 days in stock; 3 weeks if it's a direct shipment		medline.com
GYNEX CORPORATION	30.00%	713 days in stock; 3 weeks if it's a direct shipment		medline.com
HAEMO SOL INTERNATIONAL LLC	30.00%	714 days in stock; 3 weeks if it's a direct shipment		medline.com
HAEMONETICS CORPORATION	30.00%	715 days in stock; 3 weeks if it's a direct shipment		medline.com
HAEMONETICS CORPORATION	30.00%	716 days in stock; 3 weeks if it's a direct shipment		medline.com
HALDOR ADVANCED TECHNOLOGIES LTD	30.00%	717 days in stock; 3 weeks if it's a direct shipment		medline.com
HAMILTON COMPANY INC	30.00%	718 days in stock; 3 weeks if it's a direct shipment		medline.com
HANDI CRAFT COMPANY	30.00%	719 days in stock; 3 weeks if it's a direct shipment		medline.com
HANDICARE USA INC	30.00%	720 days in stock; 3 weeks if it's a direct shipment		medline.com
HAPAD INC	30.00%	721 days in stock; 3 weeks if it's a direct shipment		medline.com
HAPAK ENTERPRISES DBA CURRENT	30.00%	722 days in stock; 3 weeks if it's a direct shipment		medline.com
HARTMANN-CONCO INC	30.00%	723 days in stock; 3 weeks if it's a direct shipment		medline.com
HARTWELL MEDICAL LLC	30.00%	724 days in stock; 3 weeks if it's a direct shipment		medline.com
HAVELS INC	30.00%	725 days in stock; 3 weeks if it's a direct shipment		medline.com
HAZ MAT DQE INC	30.00%	726 days in stock; 3 weeks if it's a direct shipment		medline.com
HEALTH CARE LOGISTICS INC	30.00%	727 days in stock; 3 weeks if it's a direct shipment		medline.com
HEALTH CARE TECHNOLOGY INC	30.00%	728 days in stock; 3 weeks if it's a direct shipment		medline.com
HEALTHMARK INDUSTRIES CO INC	30.00%	729 days in stock; 3 weeks if it's a direct shipment		medline.com
HEATHROW SCIENTIFIC LLC	30.00%	730 days in stock; 3 weeks if it's a direct shipment		medline.com
HEINE USA LTD	30.00%	731 days in stock; 3 weeks if it's a direct shipment		medline.com
HEMASOURCE DBA SOURCE PRODUCTS	30.00%	732 days in stock; 3 weeks if it's a direct shipment		medline.com
HENRY SCHEIN INC	30.00%	733 days in stock; 3 weeks if it's a direct shipment		medline.com
HENRY SCHEIN INC	30.00%	734 days in stock; 3 weeks if it's a direct shipment		medline.com
HENRY SCHEIN INC	30.00%	735 days in stock; 3 weeks if it's a direct shipment		medline.com
HERAEUS INCORPORATED	30.00%	736 days in stock; 3 weeks if it's a direct shipment		medline.com
HERITAGE BAG COMPANY	30.00%	737 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
HETTICH INSTRUMENTS LP	30.00%	738 days in stock; 3 weeks if it's a direct shipment		medline.com
HF ACQUISTION CO LLC	30.00%	739 days in stock; 3 weeks if it's a direct shipment		medline.com
HIGHLAND LABORATORIES INC	30.00%	740 days in stock; 3 weeks if it's a direct shipment		medline.com
HIKMA PHARMACEUTICALS USA INC	30.00%	741 days in stock; 3 weeks if it's a direct shipment		medline.com
HILSINGER COMPANY PARENT LLC	30.00%	742 days in stock; 3 weeks if it's a direct shipment		medline.com
HIRAOKA NEW YORK INC	30.00%	743 days in stock; 3 weeks if it's a direct shipment		medline.com
HISTOLOGICS LLC	30.00%	744 days in stock; 3 weeks if it's a direct shipment		medline.com
HK SURGICAL INC	30.00%	745 days in stock; 3 weeks if it's a direct shipment		medline.com
HMG DISTRIBUTION LLC	30.00%	746 days in stock; 3 weeks if it's a direct shipment		medline.com
HOLLISTER INCORPORATED	30.00%	747 days in stock; 3 weeks if it's a direct shipment		medline.com
HOLLISTER INCORPORATED	30.00%	748 days in stock; 3 weeks if it's a direct shipment		medline.com
HONEYS PLACE INC	30.00%	749 days in stock; 3 weeks if it's a direct shipment		medline.com
HONEYWELL INTERNATIONAL INC	30.00%	750 days in stock; 3 weeks if it's a direct shipment		medline.com
HONEYWELL SAFETY PRODUCTS USA INC	30.00%	751 days in stock; 3 weeks if it's a direct shipment		medline.com
HONEYWELL SAFETY PRODUCTS USA INC	30.00%	752 days in stock; 3 weeks if it's a direct shipment		medline.com
HOPKINS MEDICAL PRODUCTS	30.00%	753 days in stock; 3 weeks if it's a direct shipment		medline.com
HOSPI CORPORATION	30.00%	754 days in stock; 3 weeks if it's a direct shipment		medline.com
HOSPICIO LA PAZ INC	30.00%	755 days in stock; 3 weeks if it's a direct shipment		medline.com
HOSPITAL DISPOSABLES	30.00%	756 days in stock; 3 weeks if it's a direct shipment		medline.com
HOSPITAL THERAPY PRODUCTS	30.00%	757 days in stock; 3 weeks if it's a direct shipment		medline.com
HPK IND INC	30.00%	758 days in stock; 3 weeks if it's a direct shipment		medline.com
HR PHARMACEUTICALS INC	30.00%	759 days in stock; 3 weeks if it's a direct shipment		medline.com
HULL ANESTHESIA INC	30.00%	760 days in stock; 3 weeks if it's a direct shipment		medline.com
HUMAN CARE USA INC	30.00%	761 days in stock; 3 weeks if it's a direct shipment		medline.com
HUMANE RESTRAINT CO INC	30.00%	762 days in stock; 3 weeks if it's a direct shipment		medline.com
HUNTINGTON TEXAS LLC	30.00%	763 days in stock; 3 weeks if it's a direct shipment		medline.com
HUTCHINS AND HUTCHINS INC	30.00%	764 days in stock; 3 weeks if it's a direct shipment		medline.com
HY TAPE INTERNATIONAL INC	30.00%	765 days in stock; 3 weeks if it's a direct shipment		medline.com
HYDROFERA LLC	30.00%	766 days in stock; 3 weeks if it's a direct shipment		medline.com
HYDROX LABORATORIES	30.00%	767 days in stock; 3 weeks if it's a direct shipment		medline.com
IBS SOLUTIONS CORPORATION	30.00%	768 days in stock; 3 weeks if it's a direct shipment		medline.com
IBS SOLUTIONS CORPORATION	30.00%	769 days in stock; 3 weeks if it's a direct shipment		medline.com
IC MEDICAL INC	30.00%	770 days in stock; 3 weeks if it's a direct shipment		medline.com
ICP MEDICAL LLC	30.00%	771 days in stock; 3 weeks if it's a direct shipment		medline.com
ICU MEDICAL INC	30.00%	772 days in stock; 3 weeks if it's a direct shipment		medline.com
ICU MEDICAL INC	30.00%	773 days in stock; 3 weeks if it's a direct shipment		medline.com
ILC DOVER LP	30.00%	774 days in stock; 3 weeks if it's a direct shipment		medline.com
ILEX HEALTH PRODUCTS LLC	30.00%	775 days in stock; 3 weeks if it's a direct shipment		medline.com
IMAGE DIAGNOSTICS INC	30.00%	776 days in stock; 3 weeks if it's a direct shipment		medline.com
IMAGING ASSOCIATES INC	30.00%	777 days in stock; 3 weeks if it's a direct shipment		medline.com
IMBED BIOSCIENCES INC	30.00%	778 days in stock; 3 weeks if it's a direct shipment		medline.com
IMD INC	30.00%	779 days in stock; 3 weeks if it's a direct shipment		medline.com
IMED TECHNOLOGY INC	30.00%	780 days in stock; 3 weeks if it's a direct shipment		medline.com
IMMUNOSTICS INC	30.00%	781 days in stock; 3 weeks if it's a direct shipment		medline.com
IMPERIAL BAG & PAPER CO LLC	30.00%	782 days in stock; 3 weeks if it's a direct shipment		medline.com
IMPERIAL BAG & PAPER CO LLC	30.00%	783 days in stock; 3 weeks if it's a direct shipment		medline.com
IMPULSE MEDICAL TECHNOLOGIES INC	30.00%	784 days in stock; 3 weeks if it's a direct shipment		medline.com
IMS DBA INTERNATIONAL MEDICAL	30.00%	785 days in stock; 3 weeks if it's a direct shipment		medline.com
INDEPENDENCE MEDICAL	30.00%	786 days in stock; 3 weeks if it's a direct shipment		medline.com
INDEPENDENCE MEDICAL	30.00%	787 days in stock; 3 weeks if it's a direct shipment		medline.com
INDEPENDENCE MEDICAL	30.00%	788 days in stock; 3 weeks if it's a direct shipment		medline.com
INDUSTRIAL SCIENTIFIC CORP	30.00%	789 days in stock; 3 weeks if it's a direct shipment		medline.com
INDUSTRIES FOR THE BLIND INC	30.00%	790 days in stock; 3 weeks if it's a direct shipment		medline.com
INFAB CORPORATION	30.00%	791 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
INFECTION PREVENTION PRODUCTS INC	30.00%	792 days in stock; 3 weeks if it's a direct shipment		medline.com
INFORMS INC	30.00%	793 days in stock; 3 weeks if it's a direct shipment		medline.com
INFUTRONIX SOLUTIONS LLC	30.00%	794 days in stock; 3 weeks if it's a direct shipment		medline.com
INJECTION SAFETY INDUSTRIES LLC	30.00%	795 days in stock; 3 weeks if it's a direct shipment		medline.com
INNOVACYN INC	30.00%	796 days in stock; 3 weeks if it's a direct shipment		medline.com
INNOVATE MEDICAL LLC	30.00%	797 days in stock; 3 weeks if it's a direct shipment		medline.com
INNOVATIVE HEALTHCARE CORPORATION	30.00%	798 days in stock; 3 weeks if it's a direct shipment		medline.com
INNOVATIVE MEDICAL DEVICES INC	30.00%	799 days in stock; 3 weeks if it's a direct shipment		medline.com
INNOVATIVE OPTICS INC	30.00%	800 days in stock; 3 weeks if it's a direct shipment		medline.com
INOVI HEALTHCARE LLC	30.00%	801 days in stock; 3 weeks if it's a direct shipment		medline.com
INOVO INC	30.00%	802 days in stock; 3 weeks if it's a direct shipment		medline.com
INSOURCE INC	30.00%	803 days in stock; 3 weeks if it's a direct shipment		medline.com
INSOURCE INC	30.00%	804 days in stock; 3 weeks if it's a direct shipment		medline.com
INSTRAMED	30.00%	805 days in stock; 3 weeks if it's a direct shipment		medline.com
INSTRUMENTATION INDUSTRIES	30.00%	806 days in stock; 3 weeks if it's a direct shipment		medline.com
INTEGRA LIFESCIENCES SALES LLC	30.00%	807 days in stock; 3 weeks if it's a direct shipment		medline.com
INTEGRA NEUROSCIENCES	30.00%	808 days in stock; 3 weeks if it's a direct shipment		medline.com
INTENSIVE THERAPEUTICS INC	30.00%	809 days in stock; 3 weeks if it's a direct shipment		medline.com
INTERMETRO INDUSTRIES CORP	30.00%	810 days in stock; 3 weeks if it's a direct shipment		medline.com
INTERNATIONAL BIOMEDICAL	30.00%	811 days in stock; 3 weeks if it's a direct shipment		medline.com
INTERNATIONAL DISTRIBUTORS OF	30.00%	812 days in stock; 3 weeks if it's a direct shipment		medline.com
INTERNATIONAL MEDICATION	30.00%	813 days in stock; 3 weeks if it's a direct shipment		medline.com
INTERNATIONAL REHABILITATIVE SCIENC	30.00%	814 days in stock; 3 weeks if it's a direct shipment		medline.com
INTERSURGICAL INC	30.00%	815 days in stock; 3 weeks if it's a direct shipment		medline.com
INTOXIMETERS INC	30.00%	816 days in stock; 3 weeks if it's a direct shipment		medline.com
INVACARE CORPORATION	30.00%	817 days in stock; 3 weeks if it's a direct shipment		medline.com
INVOTEC INTERNATIONAL INC	30.00%	818 days in stock; 3 weeks if it's a direct shipment		medline.com
IPD PACKAGING INC	30.00%	819 days in stock; 3 weeks if it's a direct shipment		medline.com
IPROMOTEU COM INC	30.00%	820 days in stock; 3 weeks if it's a direct shipment		medline.com
IRRIMAX CORPORATION	30.00%	821 days in stock; 3 weeks if it's a direct shipment		medline.com
ISO MED INC	30.00%	822 days in stock; 3 weeks if it's a direct shipment		medline.com
ISOVAC PRODUCTS LLC	30.00%	823 days in stock; 3 weeks if it's a direct shipment		medline.com
IV HOUSE	30.00%	824 days in stock; 3 weeks if it's a direct shipment		medline.com
J & B MEDICAL SUPPLY INC	30.00%	825 days in stock; 3 weeks if it's a direct shipment		medline.com
JACK NADEL INC	30.00%	826 days in stock; 3 weeks if it's a direct shipment		medline.com
JANIN GROUP INC	30.00%	827 days in stock; 3 weeks if it's a direct shipment		medline.com
JANUS TRADE GROUP LLC	30.00%	828 days in stock; 3 weeks if it's a direct shipment		medline.com
JANZ CORPORATION	30.00%	829 days in stock; 3 weeks if it's a direct shipment		medline.com
JCM UNLIMITED INC	30.00%	830 days in stock; 3 weeks if it's a direct shipment		medline.com
JEDMED INSTRUMENT COMPANY	30.00%	831 days in stock; 3 weeks if it's a direct shipment		medline.com
JERRY R AYTES JR DBA AFTER ACTION	30.00%	832 days in stock; 3 weeks if it's a direct shipment		medline.com
JOBSKIN DIVISION OF TORBOT GROUP	30.00%	833 days in stock; 3 weeks if it's a direct shipment		medline.com
JOERNS HEALTHCARE	30.00%	834 days in stock; 3 weeks if it's a direct shipment		medline.com
JOHNSON & JOHNSON (OR)	30.00%	835 days in stock; 3 weeks if it's a direct shipment		medline.com
JOHNSON & JOHNSON CONSUMER INC	30.00%	836 days in stock; 3 weeks if it's a direct shipment		medline.com
JOHNSON & JOHNSON CONSUMER INC	30.00%	837 days in stock; 3 weeks if it's a direct shipment		medline.com
JOHNSON & JOHNSON HEALTHCARE SYS	30.00%	838 days in stock; 3 weeks if it's a direct shipment		medline.com
JOHNSON & JOHNSON HEALTHCARE SYS	30.00%	839 days in stock; 3 weeks if it's a direct shipment		medline.com
JONES-ZYLON COMPANY LLC	30.00%	840 days in stock; 3 weeks if it's a direct shipment		medline.com
JOSNOE MEDICAL INC	30.00%	841 days in stock; 3 weeks if it's a direct shipment		medline.com
JPR MEDICAL LLC	30.00%	842 days in stock; 3 weeks if it's a direct shipment		medline.com
K ART X RAY SUPPLY LLC	30.00%	843 days in stock; 3 weeks if it's a direct shipment		medline.com
KALEO INC	30.00%	844 days in stock; 3 weeks if it's a direct shipment		medline.com
KAO USA INC	30.00%	845 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
KAPPLER USA INC	30.00%	846 days in stock; 3 weeks if it's a direct shipment		medline.com
KARL STORZ ENDOSCOPY AMERICA INC	30.00%	847 days in stock; 3 weeks if it's a direct shipment		medline.com
KATENA PRODUCTS INC	30.00%	848 days in stock; 3 weeks if it's a direct shipment		medline.com
KAWASUMI LABORATORIES AMERICA INC	30.00%	849 days in stock; 3 weeks if it's a direct shipment		medline.com
KAYE SMITH ENTERPRISES INC	30.00%	850 days in stock; 3 weeks if it's a direct shipment		medline.com
KAZ INC	30.00%	851 days in stock; 3 weeks if it's a direct shipment		medline.com
KCI USA INC	30.00%	852 days in stock; 3 weeks if it's a direct shipment		medline.com
KCI USA INC	30.00%	853 days in stock; 3 weeks if it's a direct shipment		medline.com
KCI USA INC	30.00%	854 days in stock; 3 weeks if it's a direct shipment		medline.com
KDL MEDICAL INC	30.00%	855 days in stock; 3 weeks if it's a direct shipment		medline.com
KEDRION BIOPHARMA INC	30.00%	856 days in stock; 3 weeks if it's a direct shipment		medline.com
KELLY DAWN SYSTEMS INC	30.00%	857 days in stock; 3 weeks if it's a direct shipment		medline.com
KEM ENTERPRISES INC	30.00%	858 days in stock; 3 weeks if it's a direct shipment		medline.com
KEM MEDICAL PRODUCTS CORP	30.00%	859 days in stock; 3 weeks if it's a direct shipment		medline.com
KENAD SG MEDICAL INC	30.00%	860 days in stock; 3 weeks if it's a direct shipment		medline.com
KENSINGTON MEDICAL HOLDINGS LLC	30.00%	861 days in stock; 3 weeks if it's a direct shipment		medline.com
KENT ELASTOMER	30.00%	862 days in stock; 3 weeks if it's a direct shipment		medline.com
KENTEC MEDICAL INC	30.00%	863 days in stock; 3 weeks if it's a direct shipment		medline.com
KERMA MEDICAL PRODUCTS	30.00%	864 days in stock; 3 weeks if it's a direct shipment		medline.com
KERR CORPORATION	30.00%	865 days in stock; 3 weeks if it's a direct shipment		medline.com
KEVIN DOUGHERTY	30.00%	866 days in stock; 3 weeks if it's a direct shipment		medline.com
KEY SURGICAL INC	30.00%	867 days in stock; 3 weeks if it's a direct shipment		medline.com
KEYSTONE ADJUSTABLE CAP CORP	30.00%	868 days in stock; 3 weeks if it's a direct shipment		medline.com
KILI SUMMIT CORPORATION	30.00%	869 days in stock; 3 weeks if it's a direct shipment		medline.com
KIMBERLY CLARK CORPORATION	30.00%	870 days in stock; 3 weeks if it's a direct shipment		medline.com
KIMBERLY CLARK CORPORATION	30.00%	871 days in stock; 3 weeks if it's a direct shipment		medline.com
KIMBERLY CLARK CORPORATION	30.00%	872 days in stock; 3 weeks if it's a direct shipment		medline.com
KINGSOLVER INC	30.00%	873 days in stock; 3 weeks if it's a direct shipment		medline.com
KINGSWOOD LABORATORIES INC	30.00%	874 days in stock; 3 weeks if it's a direct shipment		medline.com
KIRWAN SURGICAL PRODUCTS LLC	30.00%	875 days in stock; 3 weeks if it's a direct shipment		medline.com
KLC SERVICES	30.00%	876 days in stock; 3 weeks if it's a direct shipment		medline.com
KNIT-RITE INC	30.00%	877 days in stock; 3 weeks if it's a direct shipment		medline.com
KNOX ASSOCIATES INC	30.00%	878 days in stock; 3 weeks if it's a direct shipment		medline.com
KOALA KARE PRODUCTS A DIVISION OF	30.00%	879 days in stock; 3 weeks if it's a direct shipment		medline.com
KOL BIO MEDICAL INSTRUMENTS INC	30.00%	880 days in stock; 3 weeks if it's a direct shipment		medline.com
KOLCRAFT ENTERPRISES INC	30.00%	881 days in stock; 3 weeks if it's a direct shipment		medline.com
KONICA MINOLTA HEALTHCARE AMERICAS INC	30.00%	882 days in stock; 3 weeks if it's a direct shipment		medline.com
KONSYL PHARMACEUTICALS INC	30.00%	883 days in stock; 3 weeks if it's a direct shipment		medline.com
KOVEN TECHNOLOGY INC	30.00%	884 days in stock; 3 weeks if it's a direct shipment		medline.com
L&R USA INC	30.00%	885 days in stock; 3 weeks if it's a direct shipment		medline.com
L1 ENTERPRISES INCORPORATED	30.00%	886 days in stock; 3 weeks if it's a direct shipment		medline.com
LA POINTIQUE INTERNATIONAL INC	30.00%	887 days in stock; 3 weeks if it's a direct shipment		medline.com
LABCON NORTH AMERICA	30.00%	888 days in stock; 3 weeks if it's a direct shipment		medline.com
LAERDAL MEDICAL CORPORATION	30.00%	889 days in stock; 3 weeks if it's a direct shipment		medline.com
LAGUNA COAST ASSOCIATES INC	30.00%	890 days in stock; 3 weeks if it's a direct shipment		medline.com
LAKELAND INDUSTRIES INC	30.00%	891 days in stock; 3 weeks if it's a direct shipment		medline.com
LAMBS MEDICAL SUPPLY LLC	30.00%	892 days in stock; 3 weeks if it's a direct shipment		medline.com
LC INDUSTRIES INC	30.00%	893 days in stock; 3 weeks if it's a direct shipment		medline.com
LDI SOLUTIONS LLC	30.00%	894 days in stock; 3 weeks if it's a direct shipment		medline.com
LEGEND MEDICAL DEVICES INC	30.00%	895 days in stock; 3 weeks if it's a direct shipment		medline.com
LEXION MEDICAL	30.00%	896 days in stock; 3 weeks if it's a direct shipment		medline.com
LIBERTY GLOVE & SAFETY LLC	30.00%	897 days in stock; 3 weeks if it's a direct shipment		medline.com
LIFECYCLE BIOTECHNOLOGIES LP	30.00%	898 days in stock; 3 weeks if it's a direct shipment		medline.com
LIFEMED OF CALIFORNIA	30.00%	899 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
LIFESCAN INC	30.00%	900 days in stock; 3 weeks if it's a direct shipment		medline.com
LIFESTYLES US OPCO INC	30.00%	901 days in stock; 3 weeks if it's a direct shipment		medline.com
LIGHTHOUSE FOR THE BLIND IN NEW	30.00%	902 days in stock; 3 weeks if it's a direct shipment		medline.com
LIGHTHOUSE FOR THE BLIND INC	30.00%	903 days in stock; 3 weeks if it's a direct shipment		medline.com
LIGHTHOUSE LAB SERVICES LLC	30.00%	904 days in stock; 3 weeks if it's a direct shipment		medline.com
LINE 2 DESIGN INC	30.00%	905 days in stock; 3 weeks if it's a direct shipment		medline.com
LINKS MEDICAL PRODUCTS INC	30.00%	906 days in stock; 3 weeks if it's a direct shipment		medline.com
LITTLE RAPIDS CORPORATION	30.00%	907 days in stock; 3 weeks if it's a direct shipment		medline.com
LIVANOVA USA INC	30.00%	908 days in stock; 3 weeks if it's a direct shipment		medline.com
LMH HAWTHORNE HEALTHCARE	30.00%	909 days in stock; 3 weeks if it's a direct shipment		medline.com
LOGIQUIP LLC	30.00%	910 days in stock; 3 weeks if it's a direct shipment		medline.com
LOGISTICS SUPPLY CORPORATION	30.00%	911 days in stock; 3 weeks if it's a direct shipment		medline.com
LOMBART BROTHERS INC	30.00%	912 days in stock; 3 weeks if it's a direct shipment		medline.com
LOMBART BROTHERS INC	30.00%	913 days in stock; 3 weeks if it's a direct shipment		medline.com
LOOPS FLEXBRUSH LLC	30.00%	914 days in stock; 3 weeks if it's a direct shipment		medline.com
LORANN OILS INC	30.00%	915 days in stock; 3 weeks if it's a direct shipment		medline.com
LOUIS M GERSON CO INC	30.00%	916 days in stock; 3 weeks if it's a direct shipment		medline.com
LOVELL GOVERNMENT SERVICES LLC	30.00%	917 days in stock; 3 weeks if it's a direct shipment		medline.com
LSL INDUSTRIES	30.00%	918 days in stock; 3 weeks if it's a direct shipment		medline.com
LUNDY MEDICAL PRODUCTS LLC	30.00%	919 days in stock; 3 weeks if it's a direct shipment		medline.com
LYNN MEDICAL INSTRUMENT CO	30.00%	920 days in stock; 3 weeks if it's a direct shipment		medline.com
M C JOHNSON COMPANY INC	30.00%	921 days in stock; 3 weeks if it's a direct shipment		medline.com
MAC MEDICAL SUPPLY COMPANY	30.00%	922 days in stock; 3 weeks if it's a direct shipment		medline.com
MACBRUD CORPORATION	30.00%	923 days in stock; 3 weeks if it's a direct shipment		medline.com
MAD GABS INC	30.00%	924 days in stock; 3 weeks if it's a direct shipment		medline.com
MADA MEDICAL PRODUCTS INC	30.00%	925 days in stock; 3 weeks if it's a direct shipment		medline.com
MAGID GLOVE AND SAFETY	30.00%	926 days in stock; 3 weeks if it's a direct shipment		medline.com
MAGNUM MEDICAL INC	30.00%	927 days in stock; 3 weeks if it's a direct shipment		medline.com
MAINSPRING HOLDINGS INC	30.00%	928 days in stock; 3 weeks if it's a direct shipment		medline.com
MAJOR MEDICAL PRODUCTS	30.00%	929 days in stock; 3 weeks if it's a direct shipment		medline.com
MAM USA CORPORATION	30.00%	930 days in stock; 3 weeks if it's a direct shipment		medline.com
MAMMOTH MEDICAL INC	30.00%	931 days in stock; 3 weeks if it's a direct shipment		medline.com
MANESS VETERAN MEDICAL LLC	30.00%	932 days in stock; 3 weeks if it's a direct shipment		medline.com
MANUKAMED USA LLC	30.00%	933 days in stock; 3 weeks if it's a direct shipment		medline.com
MANUS MEDICAL LLC	30.00%	934 days in stock; 3 weeks if it's a direct shipment		medline.com
MAR MED CO	30.00%	935 days in stock; 3 weeks if it's a direct shipment		medline.com
MARATHON MEDICAL CORPORATION	30.00%	936 days in stock; 3 weeks if it's a direct shipment		medline.com
MARENA GROUP	30.00%	937 days in stock; 3 weeks if it's a direct shipment		medline.com
MARIAN MEDICAL INC	30.00%	938 days in stock; 3 weeks if it's a direct shipment		medline.com
MARK H THENO	30.00%	939 days in stock; 3 weeks if it's a direct shipment		medline.com
MARPAC INC	30.00%	940 days in stock; 3 weeks if it's a direct shipment		medline.com
MASIMO CORPORATION	30.00%	941 days in stock; 3 weeks if it's a direct shipment		medline.com
MASIMO CORPORATION	30.00%	942 days in stock; 3 weeks if it's a direct shipment		medline.com
MASON TAYLER MEDICAL PRODUCTS INC	30.00%	943 days in stock; 3 weeks if it's a direct shipment		medline.com
MASTER MEDICAL EQUIPMENT	30.00%	944 days in stock; 3 weeks if it's a direct shipment		medline.com
MASTERMANS LLP	30.00%	945 days in stock; 3 weeks if it's a direct shipment		medline.com
MATT TISCH	30.00%	946 days in stock; 3 weeks if it's a direct shipment		medline.com
MAVERIC MEDICAL LLC	30.00%	947 days in stock; 3 weeks if it's a direct shipment		medline.com
MAYTEX CORPORATION	30.00%	948 days in stock; 3 weeks if it's a direct shipment		medline.com
MCCONNELL GROUP INC	30.00%	949 days in stock; 3 weeks if it's a direct shipment		medline.com
MCCORMICK MEDICAL	30.00%	950 days in stock; 3 weeks if it's a direct shipment		medline.com
MCGOWAN ENTERPRISES INC	30.00%	951 days in stock; 3 weeks if it's a direct shipment		medline.com
MCKEON PRODUCTS INC	30.00%	952 days in stock; 3 weeks if it's a direct shipment		medline.com
MCKESSON MEDICAL SURGICAL	30.00%	953 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
MCKESSON SPECIALTY DISTRIBUTION SVC	30.00%	954 days in stock; 3 weeks if it's a direct shipment		medline.com
MCMASTER CARR SUPPLY COMPANY	30.00%	955 days in stock; 3 weeks if it's a direct shipment		medline.com
MDI CORPORATION	30.00%	956 days in stock; 3 weeks if it's a direct shipment		medline.com
MDR SPECIALTY DISTRIBUTION INC	30.00%	957 days in stock; 3 weeks if it's a direct shipment		medline.com
ME4KIDZ LLC	30.00%	958 days in stock; 3 weeks if it's a direct shipment		medline.com
MEAD JOHNSON NUTRITION	30.00%	959 days in stock; 3 weeks if it's a direct shipment		medline.com
MED ALLIANCE GROUP INC	30.00%	960 days in stock; 3 weeks if it's a direct shipment		medline.com
MED DYNE INC	30.00%	961 days in stock; 3 weeks if it's a direct shipment		medline.com
MED TECH WEST INC	30.00%	962 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDEFIL INC	30.00%	963 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDEGEN MEDICAL PRODUCTS LLC	30.00%	964 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDELA INC	30.00%	965 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDEXCO SUPPLY CO	30.00%	966 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDEXCO SUPPLY CO	30.00%	967 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDGYN PRODUCTS INC	30.00%	968 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDI KID CO INC	30.00%	969 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDI TECH INTNL CORP	30.00%	970 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDI TECH INTNL CORP	30.00%	971 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDI USA LP	30.00%	972 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDIAID INC	30.00%	973 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDIBADGE INC	30.00%	974 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL ACTION IND INC	30.00%	975 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL COMPONENTS INC	30.00%	976 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL DEPOT INC	30.00%	977 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL INDICATORS INC	30.00%	978 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL INNOVATIONS	30.00%	979 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL MARKETING INC	30.00%	980 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL MONOFILAMENT MFG	30.00%	981 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL SOLUTIONS INC	30.00%	982 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL SPECIALTIES INC	30.00%	983 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL SPECIALTIES INC	30.00%	984 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL SPECIALTY INNOVATIONS	30.00%	985 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICAL TECHNIQUE INC	30.00%	986 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICO INTERNACIONAL LLC	30.00%	987 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICOMP	30.00%	988 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDICOOL INC	30.00%	989 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDI-DYNE HEALTHCARE PRODUCTS LTD	30.00%	990 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDIFY AIR LLC	30.00%	991 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDIMAXTECH INC	30.00%	992 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDIQUE USA MGCR INC	30.00%	993 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDIVATORS INC	30.00%	994 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDIVATORS INC	30.00%	995 days in stock; 3 weeks if it's a direct shipment		medline.com
MED-PAT INC	30.00%	996 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDSOURCE INTERNATIONAL LLC	30.00%	997 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTEC MEDICAL INC	30.00%	998 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTECH PRODUCTS INC	30.00%	999 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTRONIC NEUROLOGIC	30.00%	1000 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTRONIC NEUROLOGIC TECHNOLOGIES	30.00%	1001 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTRONIC PUERTO RICO OPERATIONS	30.00%	1002 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTRONIC SOFAMOR DANEK USA INC	30.00%	1003 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTRONIC USA CARDIOVASCULAR	30.00%	1004 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTRONIC USA INC	30.00%	1005 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTRONIC USA INC	30.00%	1006 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTRONIC USA INC	30.00%	1007 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
MEDTRONIC USA-CARDIOPULMONARY	30.00%	1008 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDTRONIC USA-DLP	30.00%	1009 days in stock; 3 weeks if it's a direct shipment		medline.com
MEDVANTAGE LLC	30.00%	1010 days in stock; 3 weeks if it's a direct shipment		medline.com
MELLING LLC	30.00%	1011 days in stock; 3 weeks if it's a direct shipment		medline.com
MERCER COUNTY REHAB SUPPLY INC	30.00%	1012 days in stock; 3 weeks if it's a direct shipment		medline.com
MERCK SHARP AND DOHME CORP	30.00%	1013 days in stock; 3 weeks if it's a direct shipment		medline.com
MERCK SHARP AND DOHME CORP	30.00%	1014 days in stock; 3 weeks if it's a direct shipment		medline.com
MERCURY ENTERPRISES INC	30.00%	1015 days in stock; 3 weeks if it's a direct shipment		medline.com
MERCY MEDICAL EQUIPMENT CO	30.00%	1016 days in stock; 3 weeks if it's a direct shipment		medline.com
MERCY SURGICAL DRESSING GR INC	30.00%	1017 days in stock; 3 weeks if it's a direct shipment		medline.com
MERIDIAN INDUSTRIES INC	30.00%	1018 days in stock; 3 weeks if it's a direct shipment		medline.com
MERIT MEDICAL SYSTEMS INC	30.00%	1019 days in stock; 3 weeks if it's a direct shipment		medline.com
MES INC	30.00%	1020 days in stock; 3 weeks if it's a direct shipment		medline.com
MESA LABORATORIES INC	30.00%	1021 days in stock; 3 weeks if it's a direct shipment		medline.com
METHODIST HOSPITAL	30.00%	1022 days in stock; 3 weeks if it's a direct shipment		medline.com
METREX RESEARCH CORPORATION	30.00%	1023 days in stock; 3 weeks if it's a direct shipment		medline.com
METROPOLITAN MEDICAL SERVICES OF NC	30.00%	1024 days in stock; 3 weeks if it's a direct shipment		medline.com
METTLER ELECTRONICS CORP	30.00%	1025 days in stock; 3 weeks if it's a direct shipment		medline.com
MFI MEDICAL EQUIPMENT INC	30.00%	1026 days in stock; 3 weeks if it's a direct shipment		medline.com
MG SCIENTIFIC INC	30.00%	1027 days in stock; 3 weeks if it's a direct shipment		medline.com
MHC MEDICAL PRODUCTS LLC	30.00%	1028 days in stock; 3 weeks if it's a direct shipment		medline.com
MICHAEL SCHEUING	30.00%	1029 days in stock; 3 weeks if it's a direct shipment		medline.com
MICHIGAN SAFETY PRODUCTS OF FLINT I	30.00%	1030 days in stock; 3 weeks if it's a direct shipment		medline.com
MICRO DIRECT INC	30.00%	1031 days in stock; 3 weeks if it's a direct shipment		medline.com
MICRO SCIENTIFIC LLC	30.00%	1032 days in stock; 3 weeks if it's a direct shipment		medline.com
MICROAIRE SURGICAL INSTRUMENTS	30.00%	1033 days in stock; 3 weeks if it's a direct shipment		medline.com
MICROCARE LLC	30.00%	1034 days in stock; 3 weeks if it's a direct shipment		medline.com
MICROCARE LLC	30.00%	1035 days in stock; 3 weeks if it's a direct shipment		medline.com
MICROLINE SURGICAL INC	30.00%	1036 days in stock; 3 weeks if it's a direct shipment		medline.com
MICROTEK MEDICAL INC	30.00%	1037 days in stock; 3 weeks if it's a direct shipment		medline.com
MICROTEK MEDICAL INC	30.00%	1038 days in stock; 3 weeks if it's a direct shipment		medline.com
MID CITIES HOME MEDICAL DELIVERY LL	30.00%	1039 days in stock; 3 weeks if it's a direct shipment		medline.com
MIDMARK CORPORATION	30.00%	1040 days in stock; 3 weeks if it's a direct shipment		medline.com
MILLER STEPHENSON MEDICAL LLC	30.00%	1041 days in stock; 3 weeks if it's a direct shipment		medline.com
MILLIKEN HEALTHCARE PRODUCTS LLC	30.00%	1042 days in stock; 3 weeks if it's a direct shipment		medline.com
MIMEDX GROUP INC	30.00%	1043 days in stock; 3 weeks if it's a direct shipment		medline.com
MINDRAY DS USA INC	30.00%	1044 days in stock; 3 weeks if it's a direct shipment		medline.com
MIR MEDICAL INTERNATIONAL	30.00%	1045 days in stock; 3 weeks if it's a direct shipment		medline.com
MIZUHO ORTHOPEDIC SYSTEMS INC	30.00%	1046 days in stock; 3 weeks if it's a direct shipment		medline.com
MMJ LABS LLC	30.00%	1047 days in stock; 3 weeks if it's a direct shipment		medline.com
MODERN AIDS INC	30.00%	1048 days in stock; 3 weeks if it's a direct shipment		medline.com
MOLDED PRODUCTS INC	30.00%	1049 days in stock; 3 weeks if it's a direct shipment		medline.com
MOLDEX METRIC INC	30.00%	1050 days in stock; 3 weeks if it's a direct shipment		medline.com
MOLNLYCKE HEALTHCARE US LLC	30.00%	1051 days in stock; 3 weeks if it's a direct shipment		medline.com
MOLNLYCKE HEALTHCARE US LLC	30.00%	1052 days in stock; 3 weeks if it's a direct shipment		medline.com
MONAGHAN MEDICAL CORPORATION	30.00%	1053 days in stock; 3 weeks if it's a direct shipment		medline.com
MORRISON MEDICAL LTD	30.00%	1054 days in stock; 3 weeks if it's a direct shipment		medline.com
MORTAN INC	30.00%	1055 days in stock; 3 weeks if it's a direct shipment		medline.com
MOTHERLOVE HERBAL COMPANY	30.00%	1056 days in stock; 3 weeks if it's a direct shipment		medline.com
MOTHERS MILK INC	30.00%	1057 days in stock; 3 weeks if it's a direct shipment		medline.com
Motif Medical	30.00%	1058 days in stock; 3 weeks if it's a direct shipment		medline.com
MOUNT ROYAL SOAPS LLC	30.00%	1059 days in stock; 3 weeks if it's a direct shipment		medline.com
MOUNTAINEER HOLDING LLC	30.00%	1060 days in stock; 3 weeks if it's a direct shipment		medline.com
MPM MEDICAL INC	30.00%	1061 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
MPS PHARMA & MEDICAL INC	30.00%	1062 days in stock; 3 weeks if it's a direct shipment		medline.com
MPS PHARMA & MEDICAL INC	30.00%	1063 days in stock; 3 weeks if it's a direct shipment		medline.com
MRIEQUIP.COM LLC	30.00%	1064 days in stock; 3 weeks if it's a direct shipment		medline.com
MTS CONCEPTS INC	30.00%	1065 days in stock; 3 weeks if it's a direct shipment		medline.com
MUFFIN ENTERPRISES INC	30.00%	1066 days in stock; 3 weeks if it's a direct shipment		medline.com
MULTIFAB INC	30.00%	1067 days in stock; 3 weeks if it's a direct shipment		medline.com
MULTISORB TECHNOLOGIES INC	30.00%	1068 days in stock; 3 weeks if it's a direct shipment		medline.com
MXR IMAGING INC	30.00%	1069 days in stock; 3 weeks if it's a direct shipment		medline.com
MYCO MEDICAL SUPPLIES INC	30.00%	1070 days in stock; 3 weeks if it's a direct shipment		medline.com
MYCO MEDICAL SUPPLIES INC	30.00%	1071 days in stock; 3 weeks if it's a direct shipment		medline.com
MYCONE DENTAL SUPPLY COMPANY INC	30.00%	1072 days in stock; 3 weeks if it's a direct shipment		medline.com
MYDENT INTERNATIONAL	30.00%	1073 days in stock; 3 weeks if it's a direct shipment		medline.com
MYLAN SPECIALTY	30.00%	1074 days in stock; 3 weeks if it's a direct shipment		medline.com
NAAC INTERMEDIATE LLC	30.00%	1075 days in stock; 3 weeks if it's a direct shipment		medline.com
NASCO HEALTHCARE INC	30.00%	1076 days in stock; 3 weeks if it's a direct shipment		medline.com
NASIFF ASSOCIATES INC	30.00%	1077 days in stock; 3 weeks if it's a direct shipment		medline.com
NATIONAL DISTRIBUTION AND CONTRACTI	30.00%	1078 days in stock; 3 weeks if it's a direct shipment		medline.com
NATIONAL INDUSTRIES FOR THE BLIND	30.00%	1079 days in stock; 3 weeks if it's a direct shipment		medline.com
NATIONAL MEDICAL PRODUCTS INC	30.00%	1080 days in stock; 3 weeks if it's a direct shipment		medline.com
NATURALLY SENSIBLE SOLUTIONS LLC	30.00%	1081 days in stock; 3 weeks if it's a direct shipment		medline.com
NATURE PLUS INC	30.00%	1082 days in stock; 3 weeks if it's a direct shipment		medline.com
NATUS MEDICAL INCORPORATED	30.00%	1083 days in stock; 3 weeks if it's a direct shipment		medline.com
NATUS MEDICAL INCORPORATED	30.00%	1084 days in stock; 3 weeks if it's a direct shipment		medline.com
NDD MEDICAL TECHNOLOGIES INC	30.00%	1085 days in stock; 3 weeks if it's a direct shipment		medline.com
NELSON INNOVATIONS LLC	30.00%	1086 days in stock; 3 weeks if it's a direct shipment		medline.com
NEOCHILD LLC	30.00%	1087 days in stock; 3 weeks if it's a direct shipment		medline.com
NEOGEN CORPORATION	30.00%	1088 days in stock; 3 weeks if it's a direct shipment		medline.com
NEOTECH PRODUCTS INC	30.00%	1089 days in stock; 3 weeks if it's a direct shipment		medline.com
NESTLE CLINICAL NUTRITION	30.00%	1090 days in stock; 3 weeks if it's a direct shipment		medline.com
NEW ALLIANCE OF INDEPENDENT MED DIS	30.00%	1091 days in stock; 3 weeks if it's a direct shipment		medline.com
NEW ENGLAND MEDICAL SPECIALTIES	30.00%	1092 days in stock; 3 weeks if it's a direct shipment		medline.com
NEW ORLEANS ROAST LLC	30.00%	1093 days in stock; 3 weeks if it's a direct shipment		medline.com
NEW PIG CORPORATION	30.00%	1094 days in stock; 3 weeks if it's a direct shipment		medline.com
NEWGEN SURGICAL INC	30.00%	1095 days in stock; 3 weeks if it's a direct shipment		medline.com
NEWMAN GROUP LLC	30.00%	1096 days in stock; 3 weeks if it's a direct shipment		medline.com
NEWMATIC MEDICAL	30.00%	1097 days in stock; 3 weeks if it's a direct shipment		medline.com
NEXT MEDICAL PRODUCTS COMPANY LLC	30.00%	1098 days in stock; 3 weeks if it's a direct shipment		medline.com
NEXT SCIENCE LLC	30.00%	1099 days in stock; 3 weeks if it's a direct shipment		medline.com
NIHON KOHDEN AMERICA INC	30.00%	1100 days in stock; 3 weeks if it's a direct shipment		medline.com
NIKOMED USA INC	30.00%	1101 days in stock; 3 weeks if it's a direct shipment		medline.com
NILFISK ADVANCE INC	30.00%	1102 days in stock; 3 weeks if it's a direct shipment		medline.com
NIPRO MEDICAL	30.00%	1103 days in stock; 3 weeks if it's a direct shipment		medline.com
NJR MEDICAL INC	30.00%	1104 days in stock; 3 weeks if it's a direct shipment		medline.com
NKEM INC	30.00%	1105 days in stock; 3 weeks if it's a direct shipment		medline.com
NO FADE COATINGS INC	30.00%	1106 days in stock; 3 weeks if it's a direct shipment		medline.com
NO SHANK INC	30.00%	1107 days in stock; 3 weeks if it's a direct shipment		medline.com
NO2020 LLC	30.00%	1108 days in stock; 3 weeks if it's a direct shipment		medline.com
NOBEL BIOCARE USA LLC	30.00%	1109 days in stock; 3 weeks if it's a direct shipment		medline.com
NONIN MEDICAL INC	30.00%	1110 days in stock; 3 weeks if it's a direct shipment		medline.com
NONO SLEEVE LLC	30.00%	1111 days in stock; 3 weeks if it's a direct shipment		medline.com
NORAV MEDICAL INC	30.00%	1112 days in stock; 3 weeks if it's a direct shipment		medline.com
NORFOLK MEDICAL PRODUCTS INC	30.00%	1113 days in stock; 3 weeks if it's a direct shipment		medline.com
NORTH AMERICAN RESCUE LLC	30.00%	1114 days in stock; 3 weeks if it's a direct shipment		medline.com
NORTHFIELD MEDICAL MANUFACTURING LL	30.00%	1115 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
NORTHWEST ANTIGEN LAB LLC	30.00%	1116 days in stock; 3 weeks if it's a direct shipment		medline.com
NOSEOPTION INC	30.00%	1117 days in stock; 3 weeks if it's a direct shipment		medline.com
NOVA BIOMEDICAL CORPORATION	30.00%	1118 days in stock; 3 weeks if it's a direct shipment		medline.com
NOVA ONE DIAGNOSTICS LLC	30.00%	1119 days in stock; 3 weeks if it's a direct shipment		medline.com
NOVAMED USA INC	30.00%	1120 days in stock; 3 weeks if it's a direct shipment		medline.com
NOVO HEALTH SERVICES LLC	30.00%	1121 days in stock; 3 weeks if it's a direct shipment		medline.com
NOVO NORDISK INC	30.00%	1122 days in stock; 3 weeks if it's a direct shipment		medline.com
NOVOSCI	30.00%	1123 days in stock; 3 weeks if it's a direct shipment		medline.com
NU HOPE LABORATORIES, INC.	30.00%	1124 days in stock; 3 weeks if it's a direct shipment		medline.com
NXSTAGE MEDICAL INC	30.00%	1125 days in stock; 3 weeks if it's a direct shipment		medline.com
NY ORTHOPEDIC USA INC	30.00%	1126 days in stock; 3 weeks if it's a direct shipment		medline.com
O&M HALYARD INC	30.00%	1127 days in stock; 3 weeks if it's a direct shipment		medline.com
O2COOL LLC	30.00%	1128 days in stock; 3 weeks if it's a direct shipment		medline.com
OAKTREE PRODUCTS INC	30.00%	1129 days in stock; 3 weeks if it's a direct shipment		medline.com
OASIS MEDICAL INC	30.00%	1130 days in stock; 3 weeks if it's a direct shipment		medline.com
OBP CORPORATION	30.00%	1131 days in stock; 3 weeks if it's a direct shipment		medline.com
OCCUNOMIX INTERNATIONAL LLC	30.00%	1132 days in stock; 3 weeks if it's a direct shipment		medline.com
OCULUS INNOVATIVE SCIENCES INC	30.00%	1133 days in stock; 3 weeks if it's a direct shipment		medline.com
OE MEYER CO	30.00%	1134 days in stock; 3 weeks if it's a direct shipment		medline.com
OEC MEDICAL SYSTEMS INC	30.00%	1135 days in stock; 3 weeks if it's a direct shipment		medline.com
OHIO MEDICAL CORP	30.00%	1136 days in stock; 3 weeks if it's a direct shipment		medline.com
OLYMPUS AMERICA INC	30.00%	1137 days in stock; 3 weeks if it's a direct shipment		medline.com
OMNIMED INC	30.00%	1138 days in stock; 3 weeks if it's a direct shipment		medline.com
OMNISOURCE MARKETING GROUP INC	30.00%	1139 days in stock; 3 weeks if it's a direct shipment		medline.com
OMRON HEALTHCARE INC	30.00%	1140 days in stock; 3 weeks if it's a direct shipment		medline.com
ONE SCOUT LLC	30.00%	1141 days in stock; 3 weeks if it's a direct shipment		medline.com
ONYX MEDICAL INC	30.00%	1142 days in stock; 3 weeks if it's a direct shipment		medline.com
OP D OP INC	30.00%	1143 days in stock; 3 weeks if it's a direct shipment		medline.com
OP2 LABS LLC	30.00%	1144 days in stock; 3 weeks if it's a direct shipment		medline.com
OPTUM	30.00%	1145 days in stock; 3 weeks if it's a direct shipment		medline.com
OR SPECIFIC INC	30.00%	1146 days in stock; 3 weeks if it's a direct shipment		medline.com
ORALABS INC	30.00%	1147 days in stock; 3 weeks if it's a direct shipment		medline.com
ORANGE SOL BLENDING/PACKAGING INC	30.00%	1148 days in stock; 3 weeks if it's a direct shipment		medline.com
ORGANOGENESIS INC	30.00%	1149 days in stock; 3 weeks if it's a direct shipment		medline.com
ORTHO CARE CASTING LLC	30.00%	1150 days in stock; 3 weeks if it's a direct shipment		medline.com
ORTHOCARE MEDICAL EQUIPMENT LLC	30.00%	1151 days in stock; 3 weeks if it's a direct shipment		medline.com
ORTHOMERICA PRODUCTS INC	30.00%	1152 days in stock; 3 weeks if it's a direct shipment		medline.com
ORTHOPEDIC OUTFITTERS INC	30.00%	1153 days in stock; 3 weeks if it's a direct shipment		medline.com
OSBORN MEDICAL CORP	30.00%	1154 days in stock; 3 weeks if it's a direct shipment		medline.com
OSCOR INC	30.00%	1155 days in stock; 3 weeks if it's a direct shipment		medline.com
OSSUR AMERICAS INC	30.00%	1156 days in stock; 3 weeks if it's a direct shipment		medline.com
OUTDOOR ADVENTURE SOLUTIONS INC	30.00%	1157 days in stock; 3 weeks if it's a direct shipment		medline.com
OXIMETER PLUS INC	30.00%	1158 days in stock; 3 weeks if it's a direct shipment		medline.com
PACIFIC BIOMEDICAL DISTRIBUTION INC	30.00%	1159 days in stock; 3 weeks if it's a direct shipment		medline.com
PACIFIC MEDICAL SPECIALTIES LLC	30.00%	1160 days in stock; 3 weeks if it's a direct shipment		medline.com
PACKARD PAPER CORPORATION	30.00%	1161 days in stock; 3 weeks if it's a direct shipment		medline.com
PADAGIS US LLC	30.00%	1162 days in stock; 3 weeks if it's a direct shipment		medline.com
PAIN MANAGEMENT TECHNOLOGIES	30.00%	1163 days in stock; 3 weeks if it's a direct shipment		medline.com
PALL LIFE SCIENCES	30.00%	1164 days in stock; 3 weeks if it's a direct shipment		medline.com
PALMERO HEALTHCARE LLC	30.00%	1165 days in stock; 3 weeks if it's a direct shipment		medline.com
PAR PHARMACEUTICAL	30.00%	1166 days in stock; 3 weeks if it's a direct shipment		medline.com
PARISER INDUSTRIES	30.00%	1167 days in stock; 3 weeks if it's a direct shipment		medline.com
PARKELL INC	30.00%	1168 days in stock; 3 weeks if it's a direct shipment		medline.com
PARKER LABORATORIES INC	30.00%	1169 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
PASSY MUIR INC	30.00%	1170 days in stock; 3 weeks if it's a direct shipment		medline.com
PATIENT SAFETY GEAR INC	30.00%	1171 days in stock; 3 weeks if it's a direct shipment		medline.com
PATIENT SHIELD CONCEPTS LLC	30.00%	1172 days in stock; 3 weeks if it's a direct shipment		medline.com
PATTERSON DENTAL SUPPLY INC	30.00%	1173 days in stock; 3 weeks if it's a direct shipment		medline.com
PBI MANUFACTURING	30.00%	1174 days in stock; 3 weeks if it's a direct shipment		medline.com
PEACE MEDICAL	30.00%	1175 days in stock; 3 weeks if it's a direct shipment		medline.com
PEAVEY CORPORATION	30.00%	1176 days in stock; 3 weeks if it's a direct shipment		medline.com
PECOS STREET PHARMACY	30.00%	1177 days in stock; 3 weeks if it's a direct shipment		medline.com
PEDICRAFT INC	30.00%	1178 days in stock; 3 weeks if it's a direct shipment		medline.com
PELLI SKIN CO LLC	30.00%	1179 days in stock; 3 weeks if it's a direct shipment		medline.com
PENBLADE INC	30.00%	1180 days in stock; 3 weeks if it's a direct shipment		medline.com
PENMAR INDUSTRIES INC	30.00%	1181 days in stock; 3 weeks if it's a direct shipment		medline.com
PEPPER MEDICAL INC	30.00%	1182 days in stock; 3 weeks if it's a direct shipment		medline.com
PERFORMANCE FABRICS INC	30.00%	1183 days in stock; 3 weeks if it's a direct shipment		medline.com
PERFORMANCE HEALTH SUPPLY INC	30.00%	1184 days in stock; 3 weeks if it's a direct shipment		medline.com
PERFORMANCE HEALTH SUPPLY INC	30.00%	1185 days in stock; 3 weeks if it's a direct shipment		medline.com
PERFORMANCE HEALTH SUPPLY INC	30.00%	1186 days in stock; 3 weeks if it's a direct shipment		medline.com
PERFORMTEX PRODUCTS INC	30.00%	1187 days in stock; 3 weeks if it's a direct shipment		medline.com
PERRIGO DIRECT INC	30.00%	1188 days in stock; 3 weeks if it's a direct shipment		medline.com
PERSON AND COVEY INC	30.00%	1189 days in stock; 3 weeks if it's a direct shipment		medline.com
PFIZER INC	30.00%	1190 days in stock; 3 weeks if it's a direct shipment		medline.com
PFIZER INC	30.00%	1191 days in stock; 3 weeks if it's a direct shipment		medline.com
PHARMACEUTICAL ASSOCIATES INC	30.00%	1192 days in stock; 3 weeks if it's a direct shipment		medline.com
PHCI DBA GREAT LAKES SURGICAL	30.00%	1193 days in stock; 3 weeks if it's a direct shipment		medline.com
PHILIPS MEDICAL SYSTEMS HSG	30.00%	1194 days in stock; 3 weeks if it's a direct shipment		medline.com
PHOENIX TEXTILE CORPORATION	30.00%	1195 days in stock; 3 weeks if it's a direct shipment		medline.com
PIC A POC ENTERPRISES INC	30.00%	1196 days in stock; 3 weeks if it's a direct shipment		medline.com
PILLOW FACTORY DIVISION	30.00%	1197 days in stock; 3 weeks if it's a direct shipment		medline.com
PINESTAR TECHNOLOGY INC	30.00%	1198 days in stock; 3 weeks if it's a direct shipment		medline.com
PIRAMAL CRITICAL CARE INC	30.00%	1199 days in stock; 3 weeks if it's a direct shipment		medline.com
PIVATOOL LLC	30.00%	1200 days in stock; 3 weeks if it's a direct shipment		medline.com
PJ HILTON COMPANY	30.00%	1201 days in stock; 3 weeks if it's a direct shipment		medline.com
PLUSOPTIX INC	30.00%	1202 days in stock; 3 weeks if it's a direct shipment		medline.com
PN MEDICAL INC	30.00%	1203 days in stock; 3 weeks if it's a direct shipment		medline.com
POCKET NURSE ENTERPRISES INC	30.00%	1204 days in stock; 3 weeks if it's a direct shipment		medline.com
POIESIS MEDICAL LLC	30.00%	1205 days in stock; 3 weeks if it's a direct shipment		medline.com
POINT MEDICAL CORPORATION	30.00%	1206 days in stock; 3 weeks if it's a direct shipment		medline.com
POLAR TECH INDUSTRIES INC	30.00%	1207 days in stock; 3 weeks if it's a direct shipment		medline.com
POLY BAG CENTRAL	30.00%	1208 days in stock; 3 weeks if it's a direct shipment		medline.com
POLYCONVERSIONS INC	30.00%	1209 days in stock; 3 weeks if it's a direct shipment		medline.com
POLYMEDCO INC	30.00%	1210 days in stock; 3 weeks if it's a direct shipment		medline.com
POM MEDICAL LLC	30.00%	1211 days in stock; 3 weeks if it's a direct shipment		medline.com
POST MEDICAL LLC	30.00%	1212 days in stock; 3 weeks if it's a direct shipment		medline.com
PRACTICON INC	30.00%	1213 days in stock; 3 weeks if it's a direct shipment		medline.com
PRE HOLDING INC	30.00%	1214 days in stock; 3 weeks if it's a direct shipment		medline.com
PRECISION CHARTS INC	30.00%	1215 days in stock; 3 weeks if it's a direct shipment		medline.com
PRECISION DYNAMICS CORP	30.00%	1216 days in stock; 3 weeks if it's a direct shipment		medline.com
PRECISION DYNAMICS CORPORATION	30.00%	1217 days in stock; 3 weeks if it's a direct shipment		medline.com
PRECISION FABRICS GROUP INC	30.00%	1218 days in stock; 3 weeks if it's a direct shipment		medline.com
PRECISION MEDICAL DEVICES INC	30.00%	1219 days in stock; 3 weeks if it's a direct shipment		medline.com
PRECISION MEDICAL INC	30.00%	1220 days in stock; 3 weeks if it's a direct shipment		medline.com
PREFERRED MEDICAL PRODUCTS	30.00%	1221 days in stock; 3 weeks if it's a direct shipment		medline.com
PREMIER DENTAL PRODUCTS INC	30.00%	1222 days in stock; 3 weeks if it's a direct shipment		medline.com
PREMIER DENTAL PRODUCTS INC	30.00%	1223 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
PREMIER GUARD LLC	30.00%	1224 days in stock; 3 weeks if it's a direct shipment		medline.com
PREMIER MEDICAL PRODUTS INC	30.00%	1225 days in stock; 3 weeks if it's a direct shipment		medline.com
PREMIERE PACKAGING INDUSTRIES SPICE	30.00%	1226 days in stock; 3 weeks if it's a direct shipment		medline.com
PRESTIGE AMERITECH LTD	30.00%	1227 days in stock; 3 weeks if it's a direct shipment		medline.com
PRIMARY PACKAGING INCORPORATED	30.00%	1228 days in stock; 3 weeks if it's a direct shipment		medline.com
PRIMELINE INDUSTRIES	30.00%	1229 days in stock; 3 weeks if it's a direct shipment		medline.com
PRIMIS HEALTHCARE SYSTEMS INC	30.00%	1230 days in stock; 3 weeks if it's a direct shipment		medline.com
PRIMO INC	30.00%	1231 days in stock; 3 weeks if it's a direct shipment		medline.com
PRINCETON MEDICAL GROUP INC	30.00%	1232 days in stock; 3 weeks if it's a direct shipment		medline.com
PRINCIPLE BUSINESS ENTERPRISES	30.00%	1233 days in stock; 3 weeks if it's a direct shipment		medline.com
PRINCIPLE BUSINESS ENTERPRISES INC	30.00%	1234 days in stock; 3 weeks if it's a direct shipment		medline.com
PROAIM AMERICAS LLC	30.00%	1235 days in stock; 3 weeks if it's a direct shipment		medline.com
PROALLIANCE CORP	30.00%	1236 days in stock; 3 weeks if it's a direct shipment		medline.com
PROCEDURE PRODUCTS RESEARCH	30.00%	1237 days in stock; 3 weeks if it's a direct shipment		medline.com
PROCHEM SPECIALTY PRODUCTS INC	30.00%	1238 days in stock; 3 weeks if it's a direct shipment		medline.com
PROCTER & GAMBLE DISTRIBUTING CO	30.00%	1239 days in stock; 3 weeks if it's a direct shipment		medline.com
PROCTER & GAMBLE DISTRIBUTING CO	30.00%	1240 days in stock; 3 weeks if it's a direct shipment		medline.com
PRODIGY DIABETES CARE LLC	30.00%	1241 days in stock; 3 weeks if it's a direct shipment		medline.com
PRODUCTS FOR MEDICINE INC	30.00%	1242 days in stock; 3 weeks if it's a direct shipment		medline.com
PROFESSIONAL DISPOSABLES	30.00%	1243 days in stock; 3 weeks if it's a direct shipment		medline.com
PROFESSIONAL PRODUCTS INC	30.00%	1244 days in stock; 3 weeks if it's a direct shipment		medline.com
PROFESSIONAL SECURITY CORPORATION	30.00%	1245 days in stock; 3 weeks if it's a direct shipment		medline.com
PROGRESSIVE MEDICAL	30.00%	1246 days in stock; 3 weeks if it's a direct shipment		medline.com
PROKOLD CORP	30.00%	1247 days in stock; 3 weeks if it's a direct shipment		medline.com
PROOPTICS LLC	30.00%	1248 days in stock; 3 weeks if it's a direct shipment		medline.com
PROPPER MFG CO INC	30.00%	1249 days in stock; 3 weeks if it's a direct shipment		medline.com
PROSEC PROTECTION SYSTEMS INC	30.00%	1250 days in stock; 3 weeks if it's a direct shipment		medline.com
PROSYNTHESIS LABORATORIES INC	30.00%	1251 days in stock; 3 weeks if it's a direct shipment		medline.com
PROTECTION PRODUCTS	30.00%	1252 days in stock; 3 weeks if it's a direct shipment		medline.com
PROTECTIVE INDUSTRIAL PRODUCTS INC	30.00%	1253 days in stock; 3 weeks if it's a direct shipment		medline.com
PROTEIN2O INC	30.00%	1254 days in stock; 3 weeks if it's a direct shipment		medline.com
PRYM CONSUMER USA INC	30.00%	1255 days in stock; 3 weeks if it's a direct shipment		medline.com
PSC SOLUTIONS INC	30.00%	1256 days in stock; 3 weeks if it's a direct shipment		medline.com
PURAFIL INC	30.00%	1257 days in stock; 3 weeks if it's a direct shipment		medline.com
PURE & CLEAN LLC	30.00%	1258 days in stock; 3 weeks if it's a direct shipment		medline.com
Q MED CORPORATION	30.00%	1259 days in stock; 3 weeks if it's a direct shipment		medline.com
QB MEDICAL INC	30.00%	1260 days in stock; 3 weeks if it's a direct shipment		medline.com
QFC PLASTICS INC	30.00%	1261 days in stock; 3 weeks if it's a direct shipment		medline.com
QRP INC	30.00%	1262 days in stock; 3 weeks if it's a direct shipment		medline.com
QUAKER SALES & DISTRIBUTION INC	30.00%	1263 days in stock; 3 weeks if it's a direct shipment		medline.com
QUALITY IN FLOW INC	30.00%	1264 days in stock; 3 weeks if it's a direct shipment		medline.com
QUANTUM EMS LLC	30.00%	1265 days in stock; 3 weeks if it's a direct shipment		medline.com
QUEST MEDICAL INC	30.00%	1266 days in stock; 3 weeks if it's a direct shipment		medline.com
QUEST MEDICAL INC (QMI)	30.00%	1267 days in stock; 3 weeks if it's a direct shipment		medline.com
R AND B WHOLESALE DISTRIBUTORS INC	30.00%	1268 days in stock; 3 weeks if it's a direct shipment		medline.com
R J SCHINNER CO INC	30.00%	1269 days in stock; 3 weeks if it's a direct shipment		medline.com
R&B FABRICATIONS INC	30.00%	1270 days in stock; 3 weeks if it's a direct shipment		medline.com
RAC MEDICAL SOLUTIONS LLC	30.00%	1271 days in stock; 3 weeks if it's a direct shipment		medline.com
RADIANS INC	30.00%	1272 days in stock; 3 weeks if it's a direct shipment		medline.com
RADIOMETER AMERICA INC	30.00%	1273 days in stock; 3 weeks if it's a direct shipment		medline.com
RADMEDIX LLC	30.00%	1274 days in stock; 3 weeks if it's a direct shipment		medline.com
RANFAC CORPORATION	30.00%	1275 days in stock; 3 weeks if it's a direct shipment		medline.com
RAPID AID	30.00%	1276 days in stock; 3 weeks if it's a direct shipment		medline.com
RASHMAN CORPORATION	30.00%	1277 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
RCG OF NORTH CAROLINA LLC	30.00%	1278 days in stock; 3 weeks if it's a direct shipment		medline.com
RD PLASTICS CO INC	30.00%	1279 days in stock; 3 weeks if it's a direct shipment		medline.com
REAL FOOD BLENDS	30.00%	1280 days in stock; 3 weeks if it's a direct shipment		medline.com
REDHAWK GROUP INTERNATIONAL LLC	30.00%	1281 days in stock; 3 weeks if it's a direct shipment		medline.com
REIDY MEDICAL SUPPLY INC	30.00%	1282 days in stock; 3 weeks if it's a direct shipment		medline.com
RELIABLE SALES & SERVICES LLC	30.00%	1283 days in stock; 3 weeks if it's a direct shipment		medline.com
REMED SERVICES LLC	30.00%	1284 days in stock; 3 weeks if it's a direct shipment		medline.com
REMINGTON MEDICAL INC	30.00%	1285 days in stock; 3 weeks if it's a direct shipment		medline.com
RENU MEDICAL INC	30.00%	1286 days in stock; 3 weeks if it's a direct shipment		medline.com
REPRO MED SYSTEMS INC	30.00%	1287 days in stock; 3 weeks if it's a direct shipment		medline.com
REPROCESSING PRODUCTS CORP	30.00%	1288 days in stock; 3 weeks if it's a direct shipment		medline.com
REPUBLIC BAG INC	30.00%	1289 days in stock; 3 weeks if it's a direct shipment		medline.com
RESPONSIVE RESPIRATORY INC	30.00%	1290 days in stock; 3 weeks if it's a direct shipment		medline.com
RESTORATIVE CARE OF AMERICA	30.00%	1291 days in stock; 3 weeks if it's a direct shipment		medline.com
RETRACTABLE TECHNOLOGIES INC	30.00%	1292 days in stock; 3 weeks if it's a direct shipment		medline.com
RG MEDICAL DIAGNOSTICS	30.00%	1293 days in stock; 3 weeks if it's a direct shipment		medline.com
RHS HEALTHCARE SOLUTIONS INC	30.00%	1294 days in stock; 3 weeks if it's a direct shipment		medline.com
RHYTHMLINK INTERNATIONAL LLC	30.00%	1295 days in stock; 3 weeks if it's a direct shipment		medline.com
RICCA CHEMICAL COMPANY LLC	30.00%	1296 days in stock; 3 weeks if it's a direct shipment		medline.com
RICE SOLUTIONS LLC	30.00%	1297 days in stock; 3 weeks if it's a direct shipment		medline.com
RICHARD W JOHNSTON	30.00%	1298 days in stock; 3 weeks if it's a direct shipment		medline.com
RICHARD-ALLAN SCIENTIFIC	30.00%	1299 days in stock; 3 weeks if it's a direct shipment		medline.com
RING RESCUE	30.00%	1300 days in stock; 3 weeks if it's a direct shipment		medline.com
RIO GRANDE INC	30.00%	1301 days in stock; 3 weeks if it's a direct shipment		medline.com
RLM TISSUE BANK PROSTHETICS	30.00%	1302 days in stock; 3 weeks if it's a direct shipment		medline.com
RLS INTERVENTIONAL INC	30.00%	1303 days in stock; 3 weeks if it's a direct shipment		medline.com
RMAC SURGICAL INC	30.00%	1304 days in stock; 3 weeks if it's a direct shipment		medline.com
RND MEDICAL SUPPLIES INC	30.00%	1305 days in stock; 3 weeks if it's a direct shipment		medline.com
ROBBINS INSTRUMENTS INC	30.00%	1306 days in stock; 3 weeks if it's a direct shipment		medline.com
ROBERT BUSSE HOSPITAL DISPOSABLE	30.00%	1307 days in stock; 3 weeks if it's a direct shipment		medline.com
ROCHE DIABETES CARE INC	30.00%	1308 days in stock; 3 weeks if it's a direct shipment		medline.com
ROCHE DIAGNOSTICS CORP	30.00%	1309 days in stock; 3 weeks if it's a direct shipment		medline.com
ROCHESTER MIDLAND CORPORATION	30.00%	1310 days in stock; 3 weeks if it's a direct shipment		medline.com
ROCKET MEDICAL PLC	30.00%	1311 days in stock; 3 weeks if it's a direct shipment		medline.com
ROCKLAND LAUNDRY SUPPLIES LLC	30.00%	1312 days in stock; 3 weeks if it's a direct shipment		medline.com
ROCKWELL MEDICAL TECHNOLOGIES	30.00%	1313 days in stock; 3 weeks if it's a direct shipment		medline.com
ROCKWEST TECHNOLOGY GROUP INC	30.00%	1314 days in stock; 3 weeks if it's a direct shipment		medline.com
ROO HEALTHCARE SOLUTIONS LLC	30.00%	1315 days in stock; 3 weeks if it's a direct shipment		medline.com
ROTANO INTL LLC	30.00%	1316 days in stock; 3 weeks if it's a direct shipment		medline.com
ROY MICHAEL HEAD	30.00%	1317 days in stock; 3 weeks if it's a direct shipment		medline.com
ROYAL TEXTILE MILLS INC	30.00%	1318 days in stock; 3 weeks if it's a direct shipment		medline.com
RR DONNELLEY	30.00%	1319 days in stock; 3 weeks if it's a direct shipment		medline.com
RR DONNELLEY AND SONS COMPANY	30.00%	1320 days in stock; 3 weeks if it's a direct shipment		medline.com
RSL HOLDINGS LLC	30.00%	1321 days in stock; 3 weeks if it's a direct shipment		medline.com
RUHOF HEALTHCARE	30.00%	1322 days in stock; 3 weeks if it's a direct shipment		medline.com
RUSSELL TERRY MEDICAL CO INC	30.00%	1323 days in stock; 3 weeks if it's a direct shipment		medline.com
RWY ACQUISITIONS LLC	30.00%	1324 days in stock; 3 weeks if it's a direct shipment		medline.com
RYMED TECHNOLOGIES LLC	30.00%	1325 days in stock; 3 weeks if it's a direct shipment		medline.com
S AND W HEALTHCARE CORP	30.00%	1326 days in stock; 3 weeks if it's a direct shipment		medline.com
S JACKSON INC	30.00%	1327 days in stock; 3 weeks if it's a direct shipment		medline.com
S2S INNOVATIONS	30.00%	1328 days in stock; 3 weeks if it's a direct shipment		medline.com
SAFE GUARD TECHNOLOGIES	30.00%	1329 days in stock; 3 weeks if it's a direct shipment		medline.com
SAFE N SIMPLE LLC	30.00%	1330 days in stock; 3 weeks if it's a direct shipment		medline.com
SAFEGUARD US HOLDCO INC	30.00%	1331 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
SAFEHANDS DISTRIBUTION NE LLC	30.00%	1332 days in stock; 3 weeks if it's a direct shipment		medline.com
SAFERSONIC US INC	30.00%	1333 days in stock; 3 weeks if it's a direct shipment		medline.com
SAFETEC OF AMERICA INC	30.00%	1334 days in stock; 3 weeks if it's a direct shipment		medline.com
SAGE PRODUCTS INC	30.00%	1335 days in stock; 3 weeks if it's a direct shipment		medline.com
SAGE PRODUCTS INC	30.00%	1336 days in stock; 3 weeks if it's a direct shipment		medline.com
SAGENT PHARMACUETICALS INC	30.00%	1337 days in stock; 3 weeks if it's a direct shipment		medline.com
SALK INC	30.00%	1338 days in stock; 3 weeks if it's a direct shipment		medline.com
SANDBOX MEDICAL LLC	30.00%	1339 days in stock; 3 weeks if it's a direct shipment		medline.com
SANDY F GROSS	30.00%	1340 days in stock; 3 weeks if it's a direct shipment		medline.com
SC JOHNSON PROFESSIONAL USA INC	30.00%	1341 days in stock; 3 weeks if it's a direct shipment		medline.com
SC JOHNSON PROFESSIONAL USA INC	30.00%	1342 days in stock; 3 weeks if it's a direct shipment		medline.com
SCANLAN INTERNATIONAL INC	30.00%	1343 days in stock; 3 weeks if it's a direct shipment		medline.com
SCHAERER MEDICAL USA INC	30.00%	1344 days in stock; 3 weeks if it's a direct shipment		medline.com
SCHILLER AMERICA INC	30.00%	1345 days in stock; 3 weeks if it's a direct shipment		medline.com
SCIENCE INTERACTIVE GROUP LLC	30.00%	1346 days in stock; 3 weeks if it's a direct shipment		medline.com
SCIENTIFIC PUBLISHING LTD	30.00%	1347 days in stock; 3 weeks if it's a direct shipment		medline.com
SCP INTERVENTIONAL RADIOLOGY LLC	30.00%	1348 days in stock; 3 weeks if it's a direct shipment		medline.com
SDI DIAGNOSTICS INC	30.00%	1349 days in stock; 3 weeks if it's a direct shipment		medline.com
SDP INC	30.00%	1350 days in stock; 3 weeks if it's a direct shipment		medline.com
SEABERG COMPANY INC	30.00%	1351 days in stock; 3 weeks if it's a direct shipment		medline.com
SEMLER TECHNOLOGIES INC	30.00%	1352 days in stock; 3 weeks if it's a direct shipment		medline.com
SEMPERMED USA INC	30.00%	1353 days in stock; 3 weeks if it's a direct shipment		medline.com
SENTEC INC	30.00%	1354 days in stock; 3 weeks if it's a direct shipment		medline.com
SEQIRUS USA INC	30.00%	1355 days in stock; 3 weeks if it's a direct shipment		medline.com
SEROLA BIOMECHANICS INC	30.00%	1356 days in stock; 3 weeks if it's a direct shipment		medline.com
SHAMROCK COMPANIES INC	30.00%	1357 days in stock; 3 weeks if it's a direct shipment		medline.com
SHAMROCK SCIENTIFIC SPECIALTY	30.00%	1358 days in stock; 3 weeks if it's a direct shipment		medline.com
SHARN INC	30.00%	1359 days in stock; 3 weeks if it's a direct shipment		medline.com
SHARP FLUIDICS LLC	30.00%	1360 days in stock; 3 weeks if it's a direct shipment		medline.com
SHARPS COMPLIANCE INC	30.00%	1361 days in stock; 3 weeks if it's a direct shipment		medline.com
SHEATHING TECHNOLOGIES INC	30.00%	1362 days in stock; 3 weeks if it's a direct shipment		medline.com
SHELBY DISTRIBUTIONS INC	30.00%	1363 days in stock; 3 weeks if it's a direct shipment		medline.com
SHIELD LINE LLC	30.00%	1364 days in stock; 3 weeks if it's a direct shipment		medline.com
SHOE INN LLC	30.00%	1365 days in stock; 3 weeks if it's a direct shipment		medline.com
SHOWA BEST GLOVE INC	30.00%	1366 days in stock; 3 weeks if it's a direct shipment		medline.com
SIMPLY THICK LLC	30.00%	1367 days in stock; 3 weeks if it's a direct shipment		medline.com
SINY CORP	30.00%	1368 days in stock; 3 weeks if it's a direct shipment		medline.com
SIZEWISE RENTALS LLC	30.00%	1369 days in stock; 3 weeks if it's a direct shipment		medline.com
SKIL CARE CORPORATION	30.00%	1370 days in stock; 3 weeks if it's a direct shipment		medline.com
SKLAR INSTRUMENTS	30.00%	1371 days in stock; 3 weeks if it's a direct shipment		medline.com
SKYTRON	30.00%	1372 days in stock; 3 weeks if it's a direct shipment		medline.com
SLOAN CORPORATION	30.00%	1373 days in stock; 3 weeks if it's a direct shipment		medline.com
SMALL BEGINNINGS INC	30.00%	1374 days in stock; 3 weeks if it's a direct shipment		medline.com
SMI COLD THERAPY LLC	30.00%	1375 days in stock; 3 weeks if it's a direct shipment		medline.com
SMITH & NEPHEW INC	30.00%	1376 days in stock; 3 weeks if it's a direct shipment		medline.com
SMITH & NEPHEW INC	30.00%	1377 days in stock; 3 weeks if it's a direct shipment		medline.com
SMITH & NEPHEW INC BIOTHERAPEUTICS	30.00%	1378 days in stock; 3 weeks if it's a direct shipment		medline.com
SMITH & NEPHEW WOUND MANAGEMENT	30.00%	1379 days in stock; 3 weeks if it's a direct shipment		medline.com
SMITHS MEDICAL ASD INC	30.00%	1380 days in stock; 3 weeks if it's a direct shipment		medline.com
SMITHS MEDICAL ASD INC	30.00%	1381 days in stock; 3 weeks if it's a direct shipment		medline.com
SMITHS MEDICAL ASD INC	30.00%	1382 days in stock; 3 weeks if it's a direct shipment		medline.com
SMITHS MEDICAL ASD INC	30.00%	1383 days in stock; 3 weeks if it's a direct shipment		medline.com
SNAP MEDICAL INDUSTRIES	30.00%	1384 days in stock; 3 weeks if it's a direct shipment		medline.com
SOL MILLENNIUM MEDICAL INC	30.00%	1385 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
SOLSTICE CORPORATION	30.00%	1386 days in stock; 3 weeks if it's a direct shipment		medline.com
SOMA TECHNOLOGY INC	30.00%	1387 days in stock; 3 weeks if it's a direct shipment		medline.com
SOMERSET PHARMA LLC	30.00%	1388 days in stock; 3 weeks if it's a direct shipment		medline.com
SONOCO PROTECTIVE SOLUTIONS INC	30.00%	1389 days in stock; 3 weeks if it's a direct shipment		medline.com
SOOTHING SCENTS INC	30.00%	1390 days in stock; 3 weeks if it's a direct shipment		medline.com
SOTERA WIRELESS INC	30.00%	1391 days in stock; 3 weeks if it's a direct shipment		medline.com
SOUL SOURCE THERAPEUTIC DEVICES	30.00%	1392 days in stock; 3 weeks if it's a direct shipment		medline.com
SOULE	30.00%	1393 days in stock; 3 weeks if it's a direct shipment		medline.com
SOURCEMARK LLC	30.00%	1394 days in stock; 3 weeks if it's a direct shipment		medline.com
SOUTHEAST MEDICAL PRODUCTS INC	30.00%	1395 days in stock; 3 weeks if it's a direct shipment		medline.com
SOUTHLAND ENVELOPE CO INC	30.00%	1396 days in stock; 3 weeks if it's a direct shipment		medline.com
SOUTHLAND MEDICAL LLC	30.00%	1397 days in stock; 3 weeks if it's a direct shipment		medline.com
SOUTHMEDIC INC	30.00%	1398 days in stock; 3 weeks if it's a direct shipment		medline.com
SOUTHWEST TECHNOLOGIES	30.00%	1399 days in stock; 3 weeks if it's a direct shipment		medline.com
SPACELABS HEALTHCARE LLC	30.00%	1400 days in stock; 3 weeks if it's a direct shipment		medline.com
SPAN AMERICA MEDICAL SYSTEMS INC	30.00%	1401 days in stock; 3 weeks if it's a direct shipment		medline.com
SPECIAL RESPIRATORY CARE INC	30.00%	1402 days in stock; 3 weeks if it's a direct shipment		medline.com
SPECIALMADE	30.00%	1403 days in stock; 3 weeks if it's a direct shipment		medline.com
SPECIALTY SURGICAL INSTRUMENTATION	30.00%	1404 days in stock; 3 weeks if it's a direct shipment		medline.com
SPECLINC PRODUCTS LLC	30.00%	1405 days in stock; 3 weeks if it's a direct shipment		medline.com
SPECTRA MEDICAL DEVICES INC	30.00%	1406 days in stock; 3 weeks if it's a direct shipment		medline.com
SPECTRA MEDICAL DEVICES INC	30.00%	1407 days in stock; 3 weeks if it's a direct shipment		medline.com
SPECTRUM LIFESCIENCES LLC	30.00%	1408 days in stock; 3 weeks if it's a direct shipment		medline.com
SPLASH SHIELD LLC	30.00%	1409 days in stock; 3 weeks if it's a direct shipment		medline.com
SPOILAGE CUTTER CO INC	30.00%	1410 days in stock; 3 weeks if it's a direct shipment		medline.com
SPS MEDICAL SUPPLY CORP	30.00%	1411 days in stock; 3 weeks if it's a direct shipment		medline.com
SR INSTRUMENTS	30.00%	1412 days in stock; 3 weeks if it's a direct shipment		medline.com
SS WHITE BURS INC	30.00%	1413 days in stock; 3 weeks if it's a direct shipment		medline.com
SSCOR INC	30.00%	1414 days in stock; 3 weeks if it's a direct shipment		medline.com
ST MEDICAL TECHNOLOGIES INC	30.00%	1415 days in stock; 3 weeks if it's a direct shipment		medline.com
STANLEY L FLEMING	30.00%	1416 days in stock; 3 weeks if it's a direct shipment		medline.com
STANLEY SECURITY SOLUTIONS INC	30.00%	1417 days in stock; 3 weeks if it's a direct shipment		medline.com
STAR POLY BAG INC	30.00%	1418 days in stock; 3 weeks if it's a direct shipment		medline.com
STATE INDUSTRIAL PRODUCTS CORPORATI	30.00%	1419 days in stock; 3 weeks if it's a direct shipment		medline.com
STATPACKS INC	30.00%	1420 days in stock; 3 weeks if it's a direct shipment		medline.com
STEADMED MEDICAL LLC	30.00%	1421 days in stock; 3 weeks if it's a direct shipment		medline.com
STEARNS PACKAGING CORP	30.00%	1422 days in stock; 3 weeks if it's a direct shipment		medline.com
STEREO OPTICAL COMPANY INC	30.00%	1423 days in stock; 3 weeks if it's a direct shipment		medline.com
STERIGEAR LLC	30.00%	1424 days in stock; 3 weeks if it's a direct shipment		medline.com
STERILEBITS INC	30.00%	1425 days in stock; 3 weeks if it's a direct shipment		medline.com
STERIS CORPORATION	30.00%	1426 days in stock; 3 weeks if it's a direct shipment		medline.com
STERIS INSTRUMENT MANAGEMENT	30.00%	1427 days in stock; 3 weeks if it's a direct shipment		medline.com
STERIS INSTRUMENT MANAGEMENT	30.00%	1428 days in stock; 3 weeks if it's a direct shipment		medline.com
STERLING MEDICAL PRODUCTS	30.00%	1429 days in stock; 3 weeks if it's a direct shipment		medline.com
STERNBILD MEDICAL CORPORATION	30.00%	1430 days in stock; 3 weeks if it's a direct shipment		medline.com
STONEY CROFT CONVERTERS INC	30.00%	1431 days in stock; 3 weeks if it's a direct shipment		medline.com
STRADIS MEDICAL LLC	30.00%	1432 days in stock; 3 weeks if it's a direct shipment		medline.com
STRATEGIC APPLICATIONS INC	30.00%	1433 days in stock; 3 weeks if it's a direct shipment		medline.com
STRECK INC	30.00%	1434 days in stock; 3 weeks if it's a direct shipment		medline.com
STRUDWICK ENTERPRISES	30.00%	1435 days in stock; 3 weeks if it's a direct shipment		medline.com
STRYKER INSTRUMENTS	30.00%	1436 days in stock; 3 weeks if it's a direct shipment		medline.com
STRYKER INSTRUMENTS	30.00%	1437 days in stock; 3 weeks if it's a direct shipment		medline.com
STRYKER SALES CORP	30.00%	1438 days in stock; 3 weeks if it's a direct shipment		medline.com
STRYKER SALES CORPORATION	30.00%	1439 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
STRYKER SALES CORPORATION	30.00%	1440 days in stock; 3 weeks if it's a direct shipment		medline.com
STRYKER SUSTAINABILITY SOLUTIONS IN	30.00%	1441 days in stock; 3 weeks if it's a direct shipment		medline.com
STRYKER SUSTAINABILITY SOLUTIONS IN	30.00%	1442 days in stock; 3 weeks if it's a direct shipment		medline.com
STRYKER SUSTAINABILITY SOLUTIONS IN	30.00%	1443 days in stock; 3 weeks if it's a direct shipment		medline.com
STRYKER SUSTAINABILITY SOLUTIONS IN	30.00%	1444 days in stock; 3 weeks if it's a direct shipment		medline.com
STS CORPORATION	30.00%	1445 days in stock; 3 weeks if it's a direct shipment		medline.com
SUBURBAN ADULT SERVICES INC	30.00%	1446 days in stock; 3 weeks if it's a direct shipment		medline.com
SUGAR FREE SPECIALTIES LLC	30.00%	1447 days in stock; 3 weeks if it's a direct shipment		medline.com
SUMMIT INTERNATIONAL MEDICAL	30.00%	1448 days in stock; 3 weeks if it's a direct shipment		medline.com
SUMMIT MEDICAL INC	30.00%	1449 days in stock; 3 weeks if it's a direct shipment		medline.com
SUN PHARMACEUTICAL INDUSTRIAL INC	30.00%	1450 days in stock; 3 weeks if it's a direct shipment		medline.com
SUNMED	30.00%	1451 days in stock; 3 weeks if it's a direct shipment		medline.com
SUNMED LLC	30.00%	1452 days in stock; 3 weeks if it's a direct shipment		medline.com
SUNMED LLC	30.00%	1453 days in stock; 3 weeks if it's a direct shipment		medline.com
SUNMED MEDICAL SYSTEMS LLC	30.00%	1454 days in stock; 3 weeks if it's a direct shipment		medline.com
SUNMEDICA INC	30.00%	1455 days in stock; 3 weeks if it's a direct shipment		medline.com
SUNRISE MEDICAL US LLC	30.00%	1456 days in stock; 3 weeks if it's a direct shipment		medline.com
SUNSET HEALTHCARE SOLUTIONS INC	30.00%	1457 days in stock; 3 weeks if it's a direct shipment		medline.com
SUPERIOR AUTOCATHETER	30.00%	1458 days in stock; 3 weeks if it's a direct shipment		medline.com
SUREWERX USA INC	30.00%	1459 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGI PAK	30.00%	1460 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGI SHIELD USA LLC	30.00%	1461 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGICAL APPLIANCE INDUSTRIES INC	30.00%	1462 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGICAL CONCEPTS II	30.00%	1463 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGICAL PRINCIPALS INC	30.00%	1464 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGICAL SPECIALTIES CORPORATION	30.00%	1465 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGICAL TOOLS INC	30.00%	1466 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGICAL WEST INC	30.00%	1467 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGIFORM TECHNOLOGIES LTD	30.00%	1468 days in stock; 3 weeks if it's a direct shipment		medline.com
SURGIMARK INC	30.00%	1469 days in stock; 3 weeks if it's a direct shipment		medline.com
SUTURE EXPRESS INC	30.00%	1470 days in stock; 3 weeks if it's a direct shipment		medline.com
SUTUREGARD MEDICAL INC	30.00%	1471 days in stock; 3 weeks if it's a direct shipment		medline.com
SUZHOU MECCAN IMP AND EXP CORP	30.00%	1472 days in stock; 3 weeks if it's a direct shipment		medline.com
SVS LLC	30.00%	1473 days in stock; 3 weeks if it's a direct shipment		medline.com
SYMMETRY SURGICAL INC	30.00%	1474 days in stock; 3 weeks if it's a direct shipment		medline.com
SYNERGETICS INC	30.00%	1475 days in stock; 3 weeks if it's a direct shipment		medline.com
SYNTHETIC TUBULAR SOCKS INC	30.00%	1476 days in stock; 3 weeks if it's a direct shipment		medline.com
SZY HOLDINGS LLC DBA EVER READY	30.00%	1477 days in stock; 3 weeks if it's a direct shipment		medline.com
T G MEDICAL INC	30.00%	1478 days in stock; 3 weeks if it's a direct shipment		medline.com
TABB TEXTILES CO INC	30.00%	1479 days in stock; 3 weeks if it's a direct shipment		medline.com
Tactical Medical Solutions	30.00%	1480 days in stock; 3 weeks if it's a direct shipment		medline.com
TACY MEDICAL INC	30.00%	1481 days in stock; 3 weeks if it's a direct shipment		medline.com
TARRY MEDICAL PRODUCTS INC DBA DAND	30.00%	1482 days in stock; 3 weeks if it's a direct shipment		medline.com
TARRY MEDICAL PRODUCTS INC DBA DAND	30.00%	1483 days in stock; 3 weeks if it's a direct shipment		medline.com
TAYLOR CORPORATION	30.00%	1484 days in stock; 3 weeks if it's a direct shipment		medline.com
TAYLOR CORPORATION	30.00%	1485 days in stock; 3 weeks if it's a direct shipment		medline.com
TAYLOR CORPORATION	30.00%	1486 days in stock; 3 weeks if it's a direct shipment		medline.com
TAYLOR HEALTHCARE PRODUCTS INC	30.00%	1487 days in stock; 3 weeks if it's a direct shipment		medline.com
TEAM TECHNOLOGIES INC	30.00%	1488 days in stock; 3 weeks if it's a direct shipment		medline.com
TEAM TECHNOLOGIES INC	30.00%	1489 days in stock; 3 weeks if it's a direct shipment		medline.com
TEC LABORATORIES INC	30.00%	1490 days in stock; 3 weeks if it's a direct shipment		medline.com
TECH MEDICAL SERVICES INC	30.00%	1491 days in stock; 3 weeks if it's a direct shipment		medline.com
TECHLAB INC	30.00%	1492 days in stock; 3 weeks if it's a direct shipment		medline.com
TECHSTYLES	30.00%	1493 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
TELEFLEX LLC	30.00%	1494 days in stock; 3 weeks if it's a direct shipment		medline.com
TELEVERE SYSTEMS LLC	30.00%	1495 days in stock; 3 weeks if it's a direct shipment		medline.com
TEMPO MEDICAL PRODUCTS LLC	30.00%	1496 days in stock; 3 weeks if it's a direct shipment		medline.com
TEMPSHIELD LLC	30.00%	1497 days in stock; 3 weeks if it's a direct shipment		medline.com
TERRAGENE LLC	30.00%	1498 days in stock; 3 weeks if it's a direct shipment		medline.com
TERRY E SMITH	30.00%	1499 days in stock; 3 weeks if it's a direct shipment		medline.com
TERUMO BCT INC	30.00%	1500 days in stock; 3 weeks if it's a direct shipment		medline.com
TERUMO CARDIOVASCULAR SYSTEMS	30.00%	1501 days in stock; 3 weeks if it's a direct shipment		medline.com
TERUMO MEDICAL CORPORATION	30.00%	1502 days in stock; 3 weeks if it's a direct shipment		medline.com
TERUMO MEDICAL CORPORATION	30.00%	1503 days in stock; 3 weeks if it's a direct shipment		medline.com
TETRA MEDICAL SUPPLY CORPORATION	30.00%	1504 days in stock; 3 weeks if it's a direct shipment		medline.com
THAYER MEDICAL CORPORATION	30.00%	1505 days in stock; 3 weeks if it's a direct shipment		medline.com
THE BOPPY COMPANY LLC	30.00%	1506 days in stock; 3 weeks if it's a direct shipment		medline.com
THE SAFETY ZONE LLC	30.00%	1507 days in stock; 3 weeks if it's a direct shipment		medline.com
THE TRANZONIC COMPANIES	30.00%	1508 days in stock; 3 weeks if it's a direct shipment		medline.com
THE TRANZONIC COMPANIES	30.00%	1509 days in stock; 3 weeks if it's a direct shipment		medline.com
THERAPEUTIC DIMENSIONS INC	30.00%	1510 days in stock; 3 weeks if it's a direct shipment		medline.com
THERESA M YANNI DBA DESIGNS BY	30.00%	1511 days in stock; 3 weeks if it's a direct shipment		medline.com
TIDI PRODUCTS	30.00%	1512 days in stock; 3 weeks if it's a direct shipment		medline.com
TIDI PRODUCTS	30.00%	1513 days in stock; 3 weeks if it's a direct shipment		medline.com
TIDI PRODUCTS LLC	30.00%	1514 days in stock; 3 weeks if it's a direct shipment		medline.com
TINGLEY RUBBER CORPORATION	30.00%	1515 days in stock; 3 weeks if it's a direct shipment		medline.com
TIP INDUSTRIES INC	30.00%	1516 days in stock; 3 weeks if it's a direct shipment		medline.com
TISSUE SEAL LLC	30.00%	1517 days in stock; 3 weeks if it's a direct shipment		medline.com
TITMUS LLC	30.00%	1518 days in stock; 3 weeks if it's a direct shipment		medline.com
TOMY INTERNATIONAL INC	30.00%	1519 days in stock; 3 weeks if it's a direct shipment		medline.com
TORBOT GROUP INC	30.00%	1520 days in stock; 3 weeks if it's a direct shipment		medline.com
TP ACQUISITION LLC	30.00%	1521 days in stock; 3 weeks if it's a direct shipment		medline.com
TRADEMARK MEDICAL LLC	30.00%	1522 days in stock; 3 weeks if it's a direct shipment		medline.com
TRANS MED USA INC	30.00%	1523 days in stock; 3 weeks if it's a direct shipment		medline.com
TRANSLITE LLC	30.00%	1524 days in stock; 3 weeks if it's a direct shipment		medline.com
TRANSMACRO PRODUCTS INC	30.00%	1525 days in stock; 3 weeks if it's a direct shipment		medline.com
TRANSWORLD SUPPLIER NETWORK	30.00%	1526 days in stock; 3 weeks if it's a direct shipment		medline.com
TRASCO LLC	30.00%	1527 days in stock; 3 weeks if it's a direct shipment		medline.com
TRAVIS ASSOCIATION FOR THE BLIND	30.00%	1528 days in stock; 3 weeks if it's a direct shipment		medline.com
TRI ANIM HEALTH SERVICES INC	30.00%	1529 days in stock; 3 weeks if it's a direct shipment		medline.com
TRI COR FLEXIBLE PACKAGING	30.00%	1530 days in stock; 3 weeks if it's a direct shipment		medline.com
TRI TECH FORENSICS INC	30.00%	1531 days in stock; 3 weeks if it's a direct shipment		medline.com
TRILLAMED LLC	30.00%	1532 days in stock; 3 weeks if it's a direct shipment		medline.com
TRINITY MEDICAL DEVICES INC	30.00%	1533 days in stock; 3 weeks if it's a direct shipment		medline.com
TRINITY STERILE INC	30.00%	1534 days in stock; 3 weeks if it's a direct shipment		medline.com
TRONEX INTERNATIONAL INC	30.00%	1535 days in stock; 3 weeks if it's a direct shipment		medline.com
TRU CARE HEALTH SYSTEMS	30.00%	1536 days in stock; 3 weeks if it's a direct shipment		medline.com
TRUE PACK LTD	30.00%	1537 days in stock; 3 weeks if it's a direct shipment		medline.com
TRUER MEDICAL INC	30.00%	1538 days in stock; 3 weeks if it's a direct shipment		medline.com
TRYCO INCORPORATED	30.00%	1539 days in stock; 3 weeks if it's a direct shipment		medline.com
TSPS INDUSTRIES INC	30.00%	1540 days in stock; 3 weeks if it's a direct shipment		medline.com
TUTTNAUER USA CO LTD	30.00%	1541 days in stock; 3 weeks if it's a direct shipment		medline.com
TW ENTERPRISES INC	30.00%	1542 days in stock; 3 weeks if it's a direct shipment		medline.com
TWT DISTRIBUTING INC	30.00%	1543 days in stock; 3 weeks if it's a direct shipment		medline.com
TYPENEX MEDICAL LLC	30.00%	1544 days in stock; 3 weeks if it's a direct shipment		medline.com
TYTEX INC	30.00%	1545 days in stock; 3 weeks if it's a direct shipment		medline.com
TZ MEDICAL	30.00%	1546 days in stock; 3 weeks if it's a direct shipment		medline.com
UA MEDICAL PRODUCTS INC	30.00%	1547 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
ULINE	30.00%	1548 days in stock; 3 weeks if it's a direct shipment		medline.com
ULTIMED INC	30.00%	1549 days in stock; 3 weeks if it's a direct shipment		medline.com
ULTRA SHIELD GROUP LLC	30.00%	1550 days in stock; 3 weeks if it's a direct shipment		medline.com
ULTRATAPE INDUSTRIES INC	30.00%	1551 days in stock; 3 weeks if it's a direct shipment		medline.com
ULURU INC	30.00%	1552 days in stock; 3 weeks if it's a direct shipment		medline.com
UNDERCARE	30.00%	1553 days in stock; 3 weeks if it's a direct shipment		medline.com
UNIQUE LOOK INC	30.00%	1554 days in stock; 3 weeks if it's a direct shipment		medline.com
UNITED BIOTECH	30.00%	1555 days in stock; 3 weeks if it's a direct shipment		medline.com
UNITED DRUG SUPPLY INC	30.00%	1556 days in stock; 3 weeks if it's a direct shipment		medline.com
UNITED METAL FABRICATORS INC	30.00%	1557 days in stock; 3 weeks if it's a direct shipment		medline.com
UNITED PRESS INC	30.00%	1558 days in stock; 3 weeks if it's a direct shipment		medline.com
UNITED RADIO INCORPORATED	30.00%	1559 days in stock; 3 weeks if it's a direct shipment		medline.com
UNITED STATES PLASTICS CORP	30.00%	1560 days in stock; 3 weeks if it's a direct shipment		medline.com
UNIVAR SOLUTIONS USA INC	30.00%	1561 days in stock; 3 weeks if it's a direct shipment		medline.com
UNIVERSAL MEDICAL INC	30.00%	1562 days in stock; 3 weeks if it's a direct shipment		medline.com
URESIL LLC	30.00%	1563 days in stock; 3 weeks if it's a direct shipment		medline.com
US INFUSION INC	30.00%	1564 days in stock; 3 weeks if it's a direct shipment		medline.com
US LABEL AND RIBBON GP	30.00%	1565 days in stock; 3 weeks if it's a direct shipment		medline.com
US ORTHOTICS INC	30.00%	1566 days in stock; 3 weeks if it's a direct shipment		medline.com
US SAFETY AND SUPPLY COMPANY	30.00%	1567 days in stock; 3 weeks if it's a direct shipment		medline.com
UTAH MEDICAL PRODUCTS INC	30.00%	1568 days in stock; 3 weeks if it's a direct shipment		medline.com
VACUMETRICS INC	30.00%	1569 days in stock; 3 weeks if it's a direct shipment		medline.com
VAL PRO CORP	30.00%	1570 days in stock; 3 weeks if it's a direct shipment		medline.com
VALUMED	30.00%	1571 days in stock; 3 weeks if it's a direct shipment		medline.com
VAPORTEK INC	30.00%	1572 days in stock; 3 weeks if it's a direct shipment		medline.com
VAPOTHERM INC	30.00%	1573 days in stock; 3 weeks if it's a direct shipment		medline.com
VARITRONICS INC	30.00%	1574 days in stock; 3 weeks if it's a direct shipment		medline.com
VAXSERVE INC	30.00%	1575 days in stock; 3 weeks if it's a direct shipment		medline.com
VAXSERVE INC	30.00%	1576 days in stock; 3 weeks if it's a direct shipment		medline.com
VAXSERVE INC	30.00%	1577 days in stock; 3 weeks if it's a direct shipment		medline.com
VECTRACOR INC	30.00%	1578 days in stock; 3 weeks if it's a direct shipment		medline.com
VELANO VASCULAR INC	30.00%	1579 days in stock; 3 weeks if it's a direct shipment		medline.com
VENUS LABORATORIES INC	30.00%	1580 days in stock; 3 weeks if it's a direct shipment		medline.com
VERATHON INC	30.00%	1581 days in stock; 3 weeks if it's a direct shipment		medline.com
VERATHON INC	30.00%	1582 days in stock; 3 weeks if it's a direct shipment		medline.com
VERIDIAN HEALTHCARE LLC	30.00%	1583 days in stock; 3 weeks if it's a direct shipment		medline.com
VERITIV OPERATING COMPANY	30.00%	1584 days in stock; 3 weeks if it's a direct shipment		medline.com
VERITIV OPERATING COMPANY	30.00%	1585 days in stock; 3 weeks if it's a direct shipment		medline.com
VERNON M LUSCO	30.00%	1586 days in stock; 3 weeks if it's a direct shipment		medline.com
VESCO MEDICAL LLC	30.00%	1587 days in stock; 3 weeks if it's a direct shipment		medline.com
VETERANS HEALTHCARE SUPPLY	30.00%	1588 days in stock; 3 weeks if it's a direct shipment		medline.com
VETERANS HEALTHCARE SUPPLY	30.00%	1589 days in stock; 3 weeks if it's a direct shipment		medline.com
VETERANS MEDICAL SUPPLY INC	30.00%	1590 days in stock; 3 weeks if it's a direct shipment		medline.com
VI JON INC	30.00%	1591 days in stock; 3 weeks if it's a direct shipment		medline.com
VI JON INC	30.00%	1592 days in stock; 3 weeks if it's a direct shipment		medline.com
VIASYS HEALTHCARE SENSORMEDICS	30.00%	1593 days in stock; 3 weeks if it's a direct shipment		medline.com
VICTORY PHARMACY OF DECATUR INC	30.00%	1594 days in stock; 3 weeks if it's a direct shipment		medline.com
VISCOT MEDICAL LLC	30.00%	1595 days in stock; 3 weeks if it's a direct shipment		medline.com
VISION TRAINING PRODUCTS	30.00%	1596 days in stock; 3 weeks if it's a direct shipment		medline.com
VISITING NURSING ASSOCIATION OF WNY	30.00%	1597 days in stock; 3 weeks if it's a direct shipment		medline.com
VITAL CARE INDUSTRIES	30.00%	1598 days in stock; 3 weeks if it's a direct shipment		medline.com
VITAL CARE PRODUCTS INC	30.00%	1599 days in stock; 3 weeks if it's a direct shipment		medline.com
VITAL HOSPITAL SYSTEMS INC	30.00%	1600 days in stock; 3 weeks if it's a direct shipment		medline.com
VITALCOR INC	30.00%	1601 days in stock; 3 weeks if it's a direct shipment		medline.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
VITALOGRAPH INC	30.00%	1602 days in stock; 3 weeks if it's a direct shipment		medline.com
VITRUVIAS THERAPEUTICS INC	30.00%	1603 days in stock; 3 weeks if it's a direct shipment		medline.com
VM CARDIO VASCULAR INC	30.00%	1604 days in stock; 3 weeks if it's a direct shipment		medline.com
VM POSITIONING INC	30.00%	1605 days in stock; 3 weeks if it's a direct shipment		medline.com
VOLK OPTICAL INC	30.00%	1606 days in stock; 3 weeks if it's a direct shipment		medline.com
VORTRAN MEDICAL TECHNOLOGY1 INC	30.00%	1607 days in stock; 3 weeks if it's a direct shipment		medline.com
VWR SCIENTIFIC PRODUCTS CORP	30.00%	1608 days in stock; 3 weeks if it's a direct shipment		medline.com
VYAIRE MEDICAL 203 INC	30.00%	1609 days in stock; 3 weeks if it's a direct shipment		medline.com
VYAIRE MEDICAL 211 INC	30.00%	1610 days in stock; 3 weeks if it's a direct shipment		medline.com
VYAIRE MEDICAL INC	30.00%	1611 days in stock; 3 weeks if it's a direct shipment		medline.com
W A BAUM CO INC	30.00%	1612 days in stock; 3 weeks if it's a direct shipment		medline.com
W L COLLINS CORP	30.00%	1613 days in stock; 3 weeks if it's a direct shipment		medline.com
W&H MED	30.00%	1614 days in stock; 3 weeks if it's a direct shipment		medline.com
WALCOTT RX PRODUCTS INC	30.00%	1615 days in stock; 3 weeks if it's a direct shipment		medline.com
WALGREEN HEALTH SOLUTIONS LLC	30.00%	1616 days in stock; 3 weeks if it's a direct shipment		medline.com
WALLCUR LLC	30.00%	1617 days in stock; 3 weeks if it's a direct shipment		medline.com
WATERMARK MEDICAL CORPORATION	30.00%	1618 days in stock; 3 weeks if it's a direct shipment		medline.com
WATERS MEDICAL SYSTEMS LLC	30.00%	1619 days in stock; 3 weeks if it's a direct shipment		medline.com
WAXIES ENTERPRISES INC	30.00%	1620 days in stock; 3 weeks if it's a direct shipment		medline.com
WEG SURGICAL SOLUTIONS LLC	30.00%	1621 days in stock; 3 weeks if it's a direct shipment		medline.com
WELCH ALLYN INC	30.00%	1622 days in stock; 3 weeks if it's a direct shipment		medline.com
WELDED PRODUCTS INC	30.00%	1623 days in stock; 3 weeks if it's a direct shipment		medline.com
WELLS JOHNSON COMPANY	30.00%	1624 days in stock; 3 weeks if it's a direct shipment		medline.com
WELLS LAMONT INDUSTRY GROUP	30.00%	1625 days in stock; 3 weeks if it's a direct shipment		medline.com
WELMED INC	30.00%	1626 days in stock; 3 weeks if it's a direct shipment		medline.com
WESTCON MEDICAL INDUSTRIES INC	30.00%	1627 days in stock; 3 weeks if it's a direct shipment		medline.com
WESTERN	30.00%	1628 days in stock; 3 weeks if it's a direct shipment		medline.com
WESTERN RESERVE DISTRIBUTING INC	30.00%	1629 days in stock; 3 weeks if it's a direct shipment		medline.com
WESTMED INC	30.00%	1630 days in stock; 3 weeks if it's a direct shipment		medline.com
WESTMED INC	30.00%	1631 days in stock; 3 weeks if it's a direct shipment		medline.com
WESTNET INC	30.00%	1632 days in stock; 3 weeks if it's a direct shipment		medline.com
WEXFORD LABS INC	30.00%	1633 days in stock; 3 weeks if it's a direct shipment		medline.com
WHEATON RESOURCE CORPORATION	30.00%	1634 days in stock; 3 weeks if it's a direct shipment		medline.com
WHITNEY PRODUCTS INC	30.00%	1635 days in stock; 3 weeks if it's a direct shipment		medline.com
WINCHESTER LABORATORIES LLLP	30.00%	1636 days in stock; 3 weeks if it's a direct shipment		medline.com
WINE BARREL HOLDINGS LLC	30.00%	1637 days in stock; 3 weeks if it's a direct shipment		medline.com
WINFIELD LABORATORIES INC	30.00%	1638 days in stock; 3 weeks if it's a direct shipment		medline.com
WOUNDKAIR CONCEPTS INC	30.00%	1639 days in stock; 3 weeks if it's a direct shipment		medline.com
WS DARLEY & CO	30.00%	1640 days in stock; 3 weeks if it's a direct shipment		medline.com
WY EAST MEDICAL CORPORATION	30.00%	1641 days in stock; 3 weeks if it's a direct shipment		medline.com
WYNN SHIELD INC	30.00%	1642 days in stock; 3 weeks if it's a direct shipment		medline.com
XODUS MEDICAL INC	30.00%	1643 days in stock; 3 weeks if it's a direct shipment		medline.com
XTTRIUM LABORATORIES INC	30.00%	1644 days in stock; 3 weeks if it's a direct shipment		medline.com
Y2X LIFE SCIENCES LLC	30.00%	1645 days in stock; 3 weeks if it's a direct shipment		medline.com
YOUNG INNOVATIONS INC	30.00%	1646 days in stock; 3 weeks if it's a direct shipment		medline.com
ZEROWET INC	30.00%	1647 days in stock; 3 weeks if it's a direct shipment		medline.com
ZEVEX INC	30.00%	1648 days in stock; 3 weeks if it's a direct shipment		medline.com
ZIMMER US INC	30.00%	1649 days in stock; 3 weeks if it's a direct shipment		medline.com
ZOLL MEDICAL CORPORATION	30.00%	1650 days in stock; 3 weeks if it's a direct shipment		medline.com

LAKE COUNTY, FL
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MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: Ward Petrie Title: SVP Finance Date: 4/10/23 E-mail: wpetrie@mesfire.com Secondary E-mail:	Signature: Gretchen Bechtel, Contracting Officer II Print Name: Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Jamie Robinson Title: Regional Vice President Date: 9/13/22 E-mail: jrobinson@mesfire.com Secondary E-mail: _____	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Municipal Emergency Servcies			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	**Labor for Equipment Repair (not under warranty)**	$0.00	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Hurst ED/EWXT/E3 service - per tool	$250.00	Yes
	Hurst High Pressure service - per tool	$140.00	Yes
	Hurst Low Pressure service - per tool	$140.00	Yes
	Hurst High Pressure pump service - per pump	$525.00	Yes
	Hurst Low Pressure pump service - per pump	$525.00	Yes
	Hurst extension hose - flush	$125.00	Yes
	Hurst extension hose - visual inspection	$50.00	Yes
	Hurst cord reel - flush	$175.00	Yes
	Hurst cord reel - visual inspection	$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	$100.00	Yes

Lift bag service per bag (visual inspection, hydrostatic test)	$65.00	Yes
Compressor service per hour	$110.00	Yes
Scott Safety non warranty repairs - labor rate per hour	$90.00	Yes
SCBA cylinder hydrostatic testing	$40.00	Yes
Mask fit testing - per person	$35.00	Yes
Mask fit testing - per day	$1,500.00	Yes
SCBA flow testing	$55.00	Yes
ANY Service Call - per trip	$45.00	Yes

Municipal Emergency Services	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.mesfire.com
Warehouse Location(s):	**3789 62nd Avenue North Pinellas Park, FL 33781 AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Jamie Robinson**
Email:	Jrobinson@mesfire.com
Emergency Phone:	**727-686-0020**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15%		No	
5.11	20%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	10%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	

Council Tools	20%		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List+10%		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
FSI North America	List		No	
Gemtor	20%		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	

Honeywell Analytics	List+5%		No	
Honeywell/Morning Pride - PPE	10%		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	

Rescue Technology	5%		No	
RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety- SCBA and parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Snap Tite/All-American/Firequip	10%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Telelite	5%		No	
Tempest - VS series batteries & access.	List+5%		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	
TNT Tools	10%		No	
Topps	List+10%		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730G
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*
Date: 4/25/22

Print Name: Jamie Robinson
Title: Regional Vice President
Primary E-mail Address: jrobinson@mesfire.com
Secondary E-mail Address: rmclester@mesfire.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*
Date: 04/25/22
Print Name: Jamie Robinson
Title: Regional Vice President
Primary E-mail Address: jrobinson@mesfire.com
Secondary E-mail Address: rmclester@mesfire.com

EXHIBIT A – SCOPE OF SERVICES **22-730**

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

EXHIBIT B – INSURANCE REQUIREMENTS **22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Emergency Services INC

Street Address: 12 Turnberry Ln 2nd Floor

City: Sandy Hook State and ZIP Code: CT, 06482

Mailing Address (if different): 3789 62nd Avenue North

Telephone: 727-521-2135 Fax: 727-525-1819

Federal Identification Number / TIN: 651051374

DUNS Number: 048167923

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Municipal Emergency Servcies			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	**Labor for Equipment Repair (not under warranty)**	$0.00	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Hurst ED/EWXT/E3 Service per tool	$200.00 Flat	Yes
	Hurst HP Service Per set	$780.00 Flat	Yes
	Hurst LP Service Per Set	$855.00 Flat	Yes
	Scott Safety - SCBA Flow Test	$45.00 Per	Yes
	Scott Fit Tesing	$35.00 Per	Yes
	Scott Safety - Cylinder Hydro Testing	$35.00 Per	Yes

Municipal Emergency Services	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.mesfire.com
Warehouse Location(s):	**3789 62nd Avenue North Pinellas Park, FL 33781**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Jamie Robinson**
Email:	Jrobinson@mesfire.com
Emergency Phone:	**727-686-0020**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15.00%		no	
Able 2 Sho Me	10.00%		no	
Action	25.00%		no	
AH Stock	10.00%		no	
Ajax	10.00%		no	
Akron Brass	20.00%		no	
Alcolite (Sam Carbis)	10.00%		no	
Amerex	Net+20%		no	
American Firewear	15.00%		no	
Angus	20.00%		no	
Anchor Industries	10.00%			
Avon Manufacturing	5.00%			
Ansul Foams	15.00%		no	
Bates	10.00%			
Blauer	List			
B&B Enterprises	15.00%		no	
Blackinton Badges	10.00%		no	
Boston Leather	20.00%			
Bullard Helmets	20.00%		no	
Bullard other	10.00%		no	
Cet Pumps	15.00%			
Chemguard	10.00%			
Circul Air	List		no	
Code 3	20.00%		no	
Collins Dynamics (Rom Corp)	22.00%		no	
Council Tools	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dickie Tool	15.00%		no	
Edison	20.00%		no	
Edwards and Cromwell	10.00%		no	
Edwards MFG	10.00%		no	
Elkhart Brass	20.00%		no	
Federal Signal Corp	20.00%		no	
Fire Hooks Unlimited	List Plus 10%		no	
Fire Dex	10.00%		no	
Flamefighter	20.00%		no	
Fol-da-tank	20.00%		no	
Gemtor	20.00%		no	
Glassmaster WEHR	15.00%		no	
Hale Fire Pumps	List		no	
Hannay Reels	10.00%		no	
Harrington	25.00%		no	
Hebert	List		no	
Honeywell PPE	10.00%		no	
Honeywell Helmets and Parts	10.00%		no	
Honeywell Pro Warrington	10.00%		no	
Humat	List		no	
Husky	25.00%		no	
Hydra Shield	12.00%		no	
Justrite	20.00%		no	
Kappler	List		no	
Kochek	25.00%		no	
Koehler MFG Co	20.00%		no	
Kussmaul	10.00%		no	
Lions Uniforms	10.00%		no	
Mag Instruments	10.00%		no	
Morning Pride	10.00%		no	
Natale (circle D)	15.00%		no	
NUPLA	15.00%		no	
Pacific Reflex	15.00%		no	
Paul Conway Shields	10.00%		no	
Pelican	List Plus 10%		no	
Petzl	20.00%		no	
PGI Protexall	5.00%		no	
Pigeon Mountain Industries	10.00%		no	
R&B Fabricators	10.00%		no	
Redhead Brass			no	
Rice Hydro CO	10.00%		no	
SCBAs	15.00%		no	
Sensible Mounts	15.00%		no	
Shelby Wolverine	List		no	
South Park	20.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Sterling Rope	15.00%		no	
Supervac	5.00%		no	
TNT Tools	10.00%		no	
Task Force Tips	5.00%		no	
Thorogood/Weinbrenner/Lion Boots	15.00%		no	
Team Equipment	List		no	
Fresh gear	5.00%		no	
Grace Industries	List		no	
Groves/ Ready Rack	List		no	
Hale	5.00%		no	
Hammerhead (gear keeper)	15.00%		no	
Hero's pride	5.00%		no	
HexArmor	15.00%		no	
Homeland 6 (H6 Tactical)	10.00%		no	
Honeywell Analytics	List Plus 5%		no	
Hot Shields	5.00%		no	
Hotstick	List		no	
Hurst	5.00%		no	
Industrial Scientific- Monitors	10.00%		no	
Industrial Scientific- accessories	List		no	
J-Tek/CMJ manufacturing	List + 5%		no	
Kroll	10.00%		no	
Lakeland	10.00%		no	
Leader Fans	10.00%		no	
Leatherhead Tools	20.00%		no	
Lightning X	10.00%		no	
Little Giant	5.00%		no	
Majestic hoods	20.00%		no	
Majestic Hood Gore	List		no	
Matex	15.00%		no	
Mustang Survival	10.00%		no	
National Foam	5.00%		no	
National River Supply (NRS)	10.00%		no	
OHD	List		no	
Pacific Helmets	5.00%		no	
Performance Advantage Company (PAC)	10.00%		no	
Plastix Plus	5.00%		no	
PMI Rope	10.00%		no	
Point Blank	Per NASPO		no	
Protective Industrial Products (PIP)	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Propper	5.00%		no	
Radians	10.00%		no	
Rae Systems	5.00%		no	
Redback Boot	20.00%		no	
Rescue 42	5.00%		no	
Ringers	List		no	
RIT Safety	10.00%		no	
Rock N Rescue	10.00%		no	
Samuel Broome	5.00%		no	
San Mar	10.00%		no	
Savox	List		no	
Scott Safety- Compressor Parts	5.00%		no	
Scott Safety- Gas Detection	5.00%		no	
Scott Safety- SCBA and parts	15%		no	
Scott Safety- Thermal Imagers	5.00%		no	
Scott Safety- Thermal Imagers Parts	List		no	
Scotty Firefighter	15.00%		no	
Seek Thermal	5.00%		no	
Shelby	List		no	
Silent Partners	List		no	
Simulaids	List		no	
SM Smith	5.00%		no	
Spiewak	5.00%		no	
Statpacks	10.00%		no	
Steck	10.00%		no	
Streamlight	15.00%		no	
Target Solutions	List		no	
Task Force Tips- Blitzfire/ Gforce Series	List		no	
Team Wendy	List +10%		no	
Tru-Spec	10.00%		no	
True North (Dragon Fire)	10.00%		no	
Tyco	10.00%		no	
Ultra tec	15.00%		no	
Under Armour	5.00%		no	
Veridian- Gloves, Hoods, Accessories	10.00%		no	
VF Imagewear	5.00%		no	
Vizcon	List		no	
Warthog	5.00%		no	
Workrite	10.00%		no	
Yates	5.00%		no	
Telelite	5.00%		no	
Tempest Fans	10.00%		no	

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Tempest Fans- VS Batt and Acc	List + 5%		no	
Topps	List +10%		no	
Turtle Plastics	List		no	
Underwater Kinetics	List		no	
Veridian- PPE	25.00%		no	
Vetter	List		no	
Waterous	List		no	
Weldon	25.00%		no	
Whelen Engineering	15.00%		no	
Williams Foam	List		no	
Zephyr	List		no	
Zimatic/ Zico	List		no	
5.11	20.00%		no	
CMC Rescue	10.00%		no	
Crew Boss	20.00%		no	
Decon Systems Saunaray	List		no	
Diamond Wipes (Hero Wipes)	5.00%		no	
Dragonfire (J Scott Solutions)	20.00%		no	
DuPont	5.00%		no	
Dutyman	5.00%		no	
Eastern Fire Equipment Services	5.00%		no	
Elbeco	5.00%		no	
Energizer	List		no	
ESS	20.00%		no	
Ergodyne	20.00%		no	
ESS	20.00%		no	
Euramco (Ram Fan)	15.00%		no	
EVAC Systems	5.00%		no	
Fire Innovations	10.00%		no	
Fire Research (FRC)	15.00%		no	
Fire Soaps	5.00%		no	
Diamond Wipes (Fire Wipes)	5.00%		no	
Fechhiemer (Flying Cross)	5.00%		no	
FireCom	5.00%		no	
FireCraft Gas Dectection (Sensit)	5.00%		no	
Fire Craft Gloves	10.00%		no	
First Tactical	10.00%		no	
FSI North America	List		no	
Fox Fire	10.00%		no	
Fox Fury	10.00%		no	

LAKE COUNTY, FL

REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/1/2023	Contract Number: 22-730H Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: Mathew Fenneman Title: President Date: 3/29/2023 E-mail: matt@mecofire.com Secondary E-mail:	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.30 10:15:04 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 1/24/2023	Contract Number: 22-730H Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add additional items per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: Mathew Fenneman Title: President Date: 1/24/23 E-mail: matt@mecofire.com Secondary E-mail: mfenneman@mecofire.com	Signature: Gretchen Bechtel, CPPB, Contracting Officer II Print Name: Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.01.24 14:10:14 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

MUNICIPAL EQUIPMENT COMPANY, LLC	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	WWW.MECOFIRE.COM
Warehouse Location(s):	**Orlando, FL / Irvine, CA**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**ROBERT GONZALES**
Email:	RGONZALES@MECOFIRE.COM
Emergency Phone:	**904-813-2173**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
TEAM WENDY	5.00%	2-3 WEEKS ARO	YES	https://www.teamwendy.com/search-rescue
LION TOTAL CARE	2.00%	2-5 WEEKS ARO	YES	https://www.lionprotects.com/totalcare-locations

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730H
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Equipment Company, LLC.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/20/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Municipal Equipment Company, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Mathew Fenneman*
Date: 4/20/2022

Print Name: Mathew Fenneman
Title: President
Primary E-mail Address: matt@mecofire.com
Secondary E-mail Address: mfenneman@mecofire.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Equipment Company, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Mathew Fenneman*
Date: 4/20/2022
Print Name: Mathew Fenneman
Title: President
Primary E-mail Address: matt@mecofire.com
Secondary E-mail Address: mfenneman@mecofire.com

EXHIBIT A – SCOPE OF SERVICES **22-730**

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Municipal Equipment Company,LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Equipment Company, LLC

Street Address: 408 Bif Ct

City: Orlando State and ZIP Code: FL 32809

Mailing Address (if different): same

Telephone: 800-228-8448 Fax: n/a

Federal Identification Number / TIN: 59-3624496

DUNS Number: 020992533

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Mathew Fenneman*

Date: 4/20/2022

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Municipal Equipment Company, LLC			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.mecofire.com		
	SHOP LOCATION		
2a	408 Bif Ct Orlando, FL 32809		
2b	Mathew Fenneman PH. 800-228-8448 Email. matt@mecofire.com		
2c	**Labor for Equipment Repair (not under warranty)**	$100.00	**per hour**
2d	**Pickup or delivery services offered?**	yes	
2e	**Pick up / delivery fee for Equipment**	various	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	up to 20%
Which does the firm use: Diesel fuel or Gasoline?	Gasoline
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	30%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	up to 20%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Draeger	$100.00	Yes
	Arctic Compressors	$100.00	Yes

Municipal Equipment Company, LLC	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.mecofire.com
Warehouse Location(s):	**408 Bif Ct Orlando, FL 32809**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Mathew Fenneman**
Email:	matt@mecofire.com
Emergency Phone:	**800-228-8448**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Akron Brass	40.00%	1-8 weeks	yes	www.akronbrass.com
Arctic Compressor	2.00%	2-4 weeks	yes	www.arcticcompressor.com
Armor Express	10.00%	2-4 weeks	yes	www.armorexpress.com
Bayco Products	10.00%	2-3 weeks	yes	www.baycoproducts.com
Blackington Badges	20.00%	4-6 weeks	yes	www.Blackington.com
Bullard	5.00%	1-8 weeks	yes	www.bullard.com
CMC	8.00%	1-8 weeks	yes	www.cmcpro.com
Cairns	20.00%	1-4 weeks	yes	www.msasafety.com
Chemguard	20.00%	2 weeks	yes	www.jci.com
Council Tool	1.00%	1-8 weeks	yes	www.counciltool.com
CW Nielsen	20.00%	2-6 weeks	yes	www.cwnielsenbadges.com
Dewalt	5.00%	2-4 weeks	yes	www.dewalt.com
Door Storm	1.00%	2-6 weeks	yes	www.doorstorm.com
Draeger Engineered solutions	0.00%		yes	
Draeger SCBA & Gas Detection	5.00%	2-6 weeks	yes	www.Draeger.com
Duo Safety	15.00%	26 weeks	no	www.duosafety.com
Edwards and Cromwell	2.00%	1-2 weeks	yes	www.edwardsandcromwell.com
Elkhart Brass	25.00%	1-8 weeks	yes	www.elkhartbrass.com
Ergodyne	3.00%	1-3 weeks	yes	www.ergodyne.com
Enforcer One	15.00%	2-10 weeks	yes	www.enforcerone.com
Evac Systems	10.00%	2-3 weeks	yes	www.evacsytems.com
Fecheimer	5.00%	1-3 weeks	yes	www.fecheimer.com
Federal Signal	25.00%	1-4 weeks	yes	www.fedsig.com
Firehooks	2.00%	1-4 weeks	yes	www.firehooksunlimited.net

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Fire Innovations	5.00%	2-3 weeks	yes	www.fireinnovations.com
Fire Research	20.00%	1-4 weeks	yes	www.fireresearch.com
Fire Service Plus	20.00%	2-3 days	yes	www.fireade.com
Firebull	15.00%	2-3 days	yes	www.enforcerone.com
Firequip	35.00%	4-8 weeks	yes	www.snaptite.com
Flamefighter	10.00%	1-3 weeks	yes	www.flamefighter.com
Flir Sytems	10.00%	2-6 weeks	yes	www.flir.com
Florida PPE Services	2.00%		yes	www.floridappeservices.com
Foldatank	10.00%	1-4 weeks	yes	www.fol-da-tank.com
Gemtor	10.00%	1-3 weeks	yes	www.gemtor.com
Genesis Rescue Systems	0.00%	3-4 weeks	yes	www.genesisrescue.com/
GH Armor	10.00%	2-4 weeks	yes	www.gharmor.com
Glassmaster	5.00%	1 week	yes	www.glasmaster.com
Groves, Inc.	1.00%	2-4 weeks	yes	www.groves.com
Haix North America	20.00%	1-2 weeks	yes	www.haix.com
Hannay Reels	1.00%	1-4 weeks	yes	www.hannay.com
Harrington	20.00%	1-3 weeks	yes	www.Harrinc.com
Hebert Hose Clamps	1.00%	1-3 weeks	yes	no web
Holmatro	1.00%	1-6 weeks	yes	www.holmatro.com
Homeland Six	5.00%	2-6 weeks	yes	www.homelandsix.com
Hot Shield USA	10.00%	2-3 weeks	yes	www.hotshield.com
Humat	1.00%	2-3 weeks	yes	www.humat.com
Husky Portable Containment	1.00%	2-4 weeks	yes	www.huskyportable.com
Identifire	5.00%	1-2 weeks	yes	www.identifiresafety.com
Janesville	35.00%	3-6 months	yes	www.lionprotects.com
Kappler	3.00%	2-4 weeks	yes	www.kappler.com
Kochek	15.00%	2-6 weeks	yes	www.kochek.com
Koehler Manufacturing	10.00%	2-4 weeks	yes	www.flashlight.com
Kussmaul	5.00%	1-2 weeks	yes	www.kussmaul.com
Lakeland Industries	15.00%	2-8 weeks	yes	www.lakeland.com
Leatherhead Tools	10.00%	2-4 weeks	yes	www.leatherheadtools.com
Lion Boots	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Gloves	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Helmets	20.00%	2-8 weeks	yes	www.lionprotects.com
Lion Hoods	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Training Products	2.00%	1-4 weeks	yes	www.lionprotects.com
Lion Uniforms	30.00%	1-4 weeks	yes	www.lionprotects.com
Lion Wildland Equipment	10.00%	30-60 days	yes	www.lionprotects.com
Mirion	0.00%	2 weeks	yes	www.mirion.com
Nupla	10.00%	2-4 weeks	yes	www.nuplatools.com
Pacific Helmets	15.00%	2-12 weeks	yes	www.pipusa.com
Paratech	1.00%	2-4 weeks	yes	www.paratech.com
Partner	5.00%	1-2 weeks	yes	www.teamequipment.com
Paul Conway Shields	2.00%	2-3weeks	yes	www.conwayshield.cmom

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Pelican Products	10.00%	1-4 weeks	yes	www.pelican.com
Performance Advantage Co.	5.00%	1 week	yes	www.pactoolmounts.com
Petzl	10.00%	1-2weeks	yes	www.petzl.com
Pigeon Mountain Industries	10.00%	1-2 weeks	yes	www.pmirope.com
Power Hawk Technologies	1.00%	2-4 weeks	yes	www.powerhawk.com
Protective Industrial Products	5.00%	2-4 weeks	yes	www.pipusa.com
R&B Fabrications	10.00%	1-4 weeks	yes	www.rbfab.com
Ready Rack	0.00%	2-4 weeks	yes	www.readyrack.com
Redhead Brass	10.00%	2-8 weeks	yes	www.redheadbrass.com
Responder wipes	5.00%	1 week	yes	www.responderwipes.com
Rice Hydro	2.00%	2-4 weeks	yes	www.ricehydro.com
Rit Safety Solutions	5.00%	2-4 weeks	yes	www.ritsafety.com
Sam Carbis (alcolite)	15.00%	10-12 weeks	no	www.fireladder.com
Shelby Gloves	15.00%	10-12 weeks	yes	www.shelbyglove.com
Snaptite	35.00%	4-8 weeks	yes	www.snaptitehose.com
South Park	20.00%	1-2 weeks	yes	www.spcbrass.com
Sterling Rope	10.00%	1-2 weeks	yes	www.sterlingrope.com
Streamlight	40.00%	1-3 weeks	yes	www.streamlight.com
Supervac	25.00%	2-12 weeks	yes	www.supervac.com
Thorogood boots	35.00%	1-2 weeks	yes	www.lionprotects.com
Team Equipment	10.00%	1-4 weeks	yes	www.teamequipment.com
Telelite	10.00%	1-2 weeks	yes	www.tele-lite.com
Tempest Fans	10.00%	1-2 weeks	yes	www.tempest.us.com
Toxic Suppression	2.00%	2-4 weeks	yes	www.toxicsuppression.com
Turtle Plastics	2.00%	2-6 weeks	yes	www.turtleplastics.com
Underwater Kinetics	10.00%	2-4 weeks	yes	www.underwaterkinetics.com
Zephyr Industries	10.00%	1-2 weeks	yes	www.zephyrindustries.com

LAKE COUNTY, FL
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MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/1/2023	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Ronald Woodall	Signature: Gretchen Bechtel, CPPB, Contracting Officer II
Print Name: Ronald Woodall	Print Name:
Title: Vice President	Title:
Date: 3-7-2023	Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.08 07:04:25 -05'00'
E-mail: ronald.woodall@nafeco.com	
Secondary E-mail: sondra.barnes@nafeco.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730I
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **North America Fire Equipment, Co., Inc. (NAFECO)** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/27/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: North America Fire Equipment Co., Inc. (NAFECO)

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Ronald Woodall

Date: 4/19/22

Print Name: RONALD WOODALL

NAFECO

Title: VICE PRESIDENT

Primary E-mail Address: ronald.woodall@nafeco.com
Secondary E-mail Address:

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL

REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: **NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)**

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Ronald Woodall

NAFECO

Date: **3/28/22**

Print Name: **RONALD WOODALL**

Title: **VICE PRESIDENT**

Primary E-mail Address: **ronald.woodall@nafeco.com**

Secondary E-mail Address:

EXHIBIT A – SCOPE OF SERVICES **22-730**
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

EXHIBIT B – INSURANCE REQUIREMENTS **22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: NORTH AMERICA FIRE COMPANY, INC. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with

any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. YES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)
Street Address: 1515 WEST MOULTON STREET
City: DECATUR State and ZIP Code: AL, 35601
Mailing Address (if different): (SAME AS ABOVE)
Telephone: 256-353-7100 Fax: 256-355-0852
Federal Identification Number / TIN: 63-0725655
DUNS Number: 05-098-3451

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: RONALD WOODALL
Date: 4/27/2022

Ronald Woodall

NAFECO

Print Name: RONALD WOODALL

Title: VICE PRESIDENT

Primary E-mail Address: ronald.woodall@nafeco.com

Secondary E-mail Address: n/a

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	WWW.NAFECO.COM		
	SHOP LOCATION		
2a	17641 E Colonial Dr, Orlando, FL 32820		
2b	SHANNON SAULS		
2c	**Labor for Equipment Repair (not under warranty)**	$100.00	**per hour**
2d	**Pickup or delivery services offered?**	YES	
2e	**Pick up / delivery fee for Equipment**	$65.00	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20
Which does the firm use: Diesel fuel or Gasoline?	BOTH
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	50
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	ALSO SEE ATTACHED ADDITIONAL SHEET	$100.00	YES

Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.

NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	WWW.NAFECO.COM
Warehouse Location(s):	**Orlando FL, Clearwater, FL, Atlanta, GA, Decatur, AL, Sandston, VA,**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**SHANNON SAULS**
Email:	SHANNON.SAULS@NAFECO.COM
Emergency Phone:	**256-353-7100/ 470-214-2138**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
5.11 Tactical	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Able 2 Sho Me	21.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Action Coupling	21.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Advanced Impressions	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Aegis	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Aeromax Toys	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Aervoe	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Afast Nozzles	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ajax Tools	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Akron Brass	25.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Alco-Lite	4.00%	Varies by product selection	~~FOB ORIGIN + 50%~~	www.nafeco.com
Alert Visions	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Alliance Mercantile-Viking Wear	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Amerex	30.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ameri-Viz	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Anchor Uniform	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ansell Healthcare-Microflex	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ansell Protective Solutions	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ansul-Chemguard	16.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Armor Express	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
ASP USA	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Atlanco-Tru Spec	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Augusta Sportswear	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Avon Manufacturing	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Avon Protection-ISI-Argus	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
B&B Fire Equip-FKA POK	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bates	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Batteries Plus	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bayco Products	30.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bayly Headwear	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bellville Boots	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Black Diamond Boots	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Blackinton	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Blue Generation	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Blue Pointe Sportswear	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bluewater Rope	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Bolle Safety	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Boston	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Boston Leather	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Broberry-Carhartt FR	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Broder Bros	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Capps Shoe	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Cardiac Solutions	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Carhartt	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Casella	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Cast Products	21.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
CET	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Charles River Apparel	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Chicago Protective Apparel-CPA	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Circle D	7.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
CMC	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Coaxsher	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Cobra Caps	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Code 3	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Command Light	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
CoolCop	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Cotton Eyed Joes	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Cougar Tactical	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Council	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Covert Armor	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Crestar	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Danner-Lacrosse	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Dicke Safety Products	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Don Hume	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Draeger	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Dragon Fire Gloves	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Duo-Safety	2.00%	Varies by product selection	~~FOB ORIGIN + 50%~~	www.nafeco.com
Dutyman	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Eagle Compressors	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Eagle Manufacturing	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Edwards & Cromwell	4.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Edwards Garment Co	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Edwards Mfg Co	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Eisman Ludmar	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Elbeco Uniforms	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Elk River Products	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Elkhart Brass	36.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Embroidery Services	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Enforcer One	25.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
ERB Industries	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Ergodyne	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
ESS	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Euramco - Ramfan	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
EZ Spanner-Better Tools	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Fat Ivan	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Fechheimer	4.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Federal Signal	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Fine Print	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Fire Hooks Unlimited	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Fire House Decals	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Fire Innovations	11.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Fire Ninja	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Fire Research	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
FireAde Foam (FSP-Fire Ade)	25.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Firecom	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Firecraft	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
First On Socks	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
First Tactical	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Flir	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Foldatank	16.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Foxfury	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Game Sportswear	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Gasco Gas	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Gateway Safety	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Gemtor	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Gerber Outerwear	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Gerber Tools	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
GH Armor	22.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Gildan	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Gillette Generators	1.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Glacier Tek	1.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Glas-Master	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Golfire	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Golight	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Groves	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Haix	18.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hale	11.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hammerhead Ind-Gearkeeper	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hanes	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hankin Bros Cap Co	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hannay	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hanover Leather	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Harrington	24.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Harris Ind	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hazmat DQE	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
HD Electric	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Honeywell Rae	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Honeywell Respiratory FKA Sperian	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Husky Drop Tank	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Hydra-Shield Fryelane	6.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Innotex	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Justrite Mfg	11.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
JYD	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
K-Tool	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Kappler	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Key Fire Hose	34.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Keystone Uniform Cap	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Kidde US	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
KNP Headwear	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Kochek	31.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Kussmaul	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Lakeland Ind	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Liberty	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Liberty Uniform	12.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Lightning X Products	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Structural Gear	36.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Helmets	36.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Boots	35.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Express Gear	37.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Gloves	15.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Hoods	11.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Total Care	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION Uniforms	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION MT-94	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION MedPro & VersaPro	11.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
LION-Bullex Training Products	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Majestic Fire Apparel	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Majestic Gloves	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Mechanix Wear	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Meiko USA Inc	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Meret	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Merrell Footwear	20.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Moritz Emblem	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
MTS Safety	10.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
N Vision Optics	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
NAFECO.COM	4.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
National Safety Apparel	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
New Pig Corp	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Niedner	5.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Nielsen Mfg	3.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Northwest River Supply-NRS	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Pac Mule	8.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Pacific Headwear	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com
Pacific Reflex	2.00%	Varies by product selection	~~FOB ORIGIN + 8%~~	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Paul Conway	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
PEB Enterprises	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Pelican	20.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Pellerin-Milnor	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Performance Advantage Co-PAC	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Perimeter Solutions-FKA PhosChek-ICL	4.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Petra Roc	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Petzl	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
PGI	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Phalanx Defense Systems-PDS	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Plug N Dike	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
PMI	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Point Blank	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Portwest	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Premier Emblem	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
ProKure Solutions	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Propper	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Propper	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
R & B Fabricators	12.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Radians Industrial Safety-CSS	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Red Back Boots	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Red Head Brass	14.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Reflective Apparel	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
RefrigiWear	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Ringers	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
RIT Safety	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Rite in the Rain	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
RKI Instruments	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Rocky Boots	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Rothco	8.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Royce Shields	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Safariland-Bianchi-Hatch	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Safewaze	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Samuel Broom Uniform Accessories	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
SanMar	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
SCBAs	18.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
School Apparel Inc	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Scott Plastics-Scotty FF	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Seattle Gloves	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Shelby	18.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Skedco	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Smith & Warren	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Sound Off	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Sound Uniform Solutions -Olympic Uniforms	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
South Park	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Southeastern	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Southeastern Shirt	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Spiewak	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Spilfyter - National Pkging Serv	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Spyderco	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Stahls Transfer Express	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Stallion Leather	1.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Star Products	1.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Starfield Lion	30.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Stat Packs	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Steck	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Sterling Rope	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Stop Heart Attack	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Stop-Lite Sign	1.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Stratton Hats	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Streamlight	40.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Super Vac	25.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Superfeet	15.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Superior Flamefighter	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Surefire	15.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tact Squad	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tact Squad-United Uniforms	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Taylors Leatherwear	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Taylors Tins	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Team Equip	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tele-Lite	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tempest-Leader	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tempo Gloves	3.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
The Meter Stick	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Thorlo	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Thorogood	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tiger Hill	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tingley Rubber Corp	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tonix	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Topps Safety Apparel	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tri-Mountain	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Tru Spec	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
True North - Dragonwear	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
TSF Sportswear	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Turtle Plastics	6.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Underwater Kinetics	20.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
United Uniforms (covers Honor Guard)	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
US Coupling	20.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
US Night Vision Corp	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
VF Imagewear-Dickies,RedKap, Horace Small, Bulwark-Work Wear Outfitters	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Waterous	14.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Weddle Tool	1.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Weinbrenner	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Weldon	18.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Whelen	12.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Whelen Industrial	12.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Wiley X	20.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Will-Burt	4.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Winco	8.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Wolfpack Gear	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Wolverine Worldwide	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Workrite	2.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Xtreme Visibility	10.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com
Ziamatic	5.00%	Varies by product selection	~~FOB ORIGIN~~ + 8%	www.nafeco.com

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/1/2023	Contract Number: 22-730J Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: TechnicalRescue.com, Inc. Address: 4973 SW 105th Way City: Cooper City, FL 33328 ATTENTION: sales@technicalrescue.com; technicalrescuesales@gmail.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Walter James Knapp Print Name: Walter James Knapp Title: CEO / President Date: 03/02/2023 E-mail: Sales@Technicalrescue.com Secondary E-mail: Technicalrescuesales@gmail.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.03 12:44:24 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

CONTRACT NO. 22-730J
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **TechnicalRescue.com, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 3/24/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: TechnicalRescue.com, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Walter James Knapp*
Date: 4/18/2022

Print Name: Walter James Knapp
Title: CEO / President
Primary E-mail Address: Sales@Technicalrescue.com
Secondary E-mail Address: Technicalrescuesales@gmail.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: TechnicalRescue.com, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Walter James Knapp*
Date: 3/28/2022
Print Name: Walter James Knapp
Title: CEO / President
Primary E-mail Address: Sales@Technicalrescue.com
Secondary E-mail Address: Technicalrescuesales@gmail.com

EXHIBIT A – SCOPE OF SERVICES **22-730**

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: TechnicalRescue.com, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Walter James Knapp

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: TechnicalRescue.com, Inc.

Street Address: 4973 SW 105th Way

City: Cooper City State and ZIP Code: Florida 33328-4049

Mailing Address (if different): Click or tap here to enter text.

Telephone: 954-818-7121 Fax: 954-434-0903

Federal Identification Number / TIN: 65-1033603

DUNS Number: 937850345

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Walter James Knapp*

Date: 3/24/2022

Print Name: Walter James Knapp

Title: CEO / President

Primary E-mail Address: Sales@Technicalrescue.com

Secondary E-mail Address: Technicalrescuesales@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

TechnicalRescue.com, Inc.			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.//TechnicalRescue.com		
	SHOP LOCATION		
2a	4973 SW 105th Way, Cooper City, FL 33328-4049		
2b	Walter James Knapp, Sales@Technicalrescue.com		
2c	**Labor for Equipment Repair (not under warranty)**	N/A	**per hour**
2d	**Pickup or delivery services offered?**	No	
2e	**Pick up / delivery fee for Equipment**	N/A	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Not Applicable		

TechnicalRescue.com, Inc.	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.//Technicalrescue.com
Warehouse Location(s):	**4973 SW 105th Way, Cooper City, FL 33328-4049**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Walter James Knapp**
Email:	Sales@Technicalrescue.com
Emergency Phone:	**954-818-7121**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
AJAX Rescue Tools	10.00%	1-2 Weeks	Yes	https://www.ajaxrescuetools.com
AQUA Communications	10.00%	2-3 Weeks	Yes	https://www.aquacomm.com
CMC Rescue	5-15%	1-2 Weeks	Yes	https://www.cmcpro.com
Desert Diamond Industries	15.00%	2-3 Weeks	Yes	https://desertdiamondindustries.com
DQE Ready	5.00%	2-3 Weeks	No	https://dqeready.com
Ellis Manufacturing	5.00%	2-3 Weeks	No	https://ellismanufacturing.com
EVAC Systems Inc.	5-15%	1-2 Weeks	Yes	https://evacsystems.com
Fire Hooks Unlimited	10.00%	2-3 Weeks	Yes	http://www.firehooksunlimited.net
Forestry Suppliers	5.00%	1-2 Weeks	Yes	https://www.forestry-suppliers.com
Glas Master	10.00%	1-2 Weeks	Yes	http://glasmaster.com
Husqvarna	10.00%	2-3 Weeks	Yes	https://www.husqvarna.com
IronWear Fitness	10.00%	1-2 Weeks	Yes	https://ironwearfitness.com
Paratech	7.50%	2-3 Weeks	No	https://paratech.com
Petzl America	20.00%	2-3 Weeks	Yes	https://www.petzl.com/US/en
PMI Rope	10.00%	1-2 Weeks	Yes	https://pmirope.com/
Rescue Technology	5-15%	1-2 Weeks	Yes	https://www.rescuetech1.com
Ruth Lee Manikins	10.00%	2-3 Weeks	No	https://www.ruthlee.co.uk
Rock Exotica	10.00%	1-2 Weeks	Yes	https://www.rockexotica.com
Rock-N-Rescue	5-15%	1-2 Weeks	Yes	https://www.rocknrescue.com
R & B Fabrications Inc.	10.00%	1-2 Weeks	Yes	https://www.rbfab.com
Savox Communications Delsar	10.00%	4-8 Weeks	Yes	https://savox.com
Savox Communications Con-Space	10.00%	4-8 Weeks	Yes	https://savox.com
Stanley (Hydraulics) Infrastucture	5.00%	2-3 Weeks	No	https://www.stanleyinfrastructure.com
Sterling Rope	5-15%	1-2 Weeks	Yes	https://sterlingrope.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Team Equipment Inc.	10.00%	1-2 Weeks	Yes	https://teamequipment.com
Yates Gear, Inc.	10.00%	2-3 weeks	Yes	http://www.yatesgear.com
Poly-Tech America	10.00%	2-3 weeks	Yes	https://www.polytechamerica.com
ARS	10.00%	1-2 Weeks	Yes	http://andersonrescue.com
Fire Research Corp. (FRC)	10.00%	1-2 Weeks	Yes	https://www.safefleet.net
Tractel US	10.00%	3-4 weeks	Yes	https://www.tractel.com
Fol-Da-Tank	15.00%	1-2 Weeks	Yes	https://www.fol-da-tank.com
Rothco Inc.	10.00%	1-2 Weeks	Yes	https://www.rothco.com
Emergency Medical International/EMI	10.00%	1-2 Weeks	Yes	http://www.emiinternational.net
S.M. Smith Company	10.00%	1-2 Weeks	Yes	https://smsmithco.com
Air Systems International	5.00%	3-4 Weeks	No	https://www.airsystems.com
NRS	10.00%	2-3 Weeks	Yes	https://www.nrs.com
Mustang Survival	10.00%	2-3 Weeks	Yes	https://mustangsurvival.com
Force 6	10.00%	1-2 Weeks	Yes	https://www.force6.com
Teledyne FLIR	10.00%	2-3 Weeks	Yes	https://www.flir.com

MODIFICATION OF CONTRACT

Modification Number:Four (4) Effective Date: 8/1/2023	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 3/1/2023 E-mail: cmorgan@ten8fire.com Secondary E-mail: Debouwer@ten8fire.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.01 13:27:26 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 1/16/2023	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 1/23/2023 E-mail: cmorgan@ten8fire.com Secondary E-mail:	Signature: Gretchen Bechtel, CPPB, Contracting Officer II Print Name: Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.01.24 07:55:05 -05'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

TEN-8
IN SERVICE TO SERVE YOU

Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2023					
Arctic Compressors	0.00%		NO	NO	https://www.arcticcompressor.com/
Fire-Dex Gloves/Hoods	20.00%		NO	NO	https://www.firedex.com/hoods/
Fast Rescue Solutions	0.00%		NO	NO	https://www.fastrescuesolutions.com/
Darley & Co. (change in discount)	0.00%		NO	NO	http://www.darley.com/
Glassmaster Wehr (change in discount)	0.00%		YES	NO	http://glasmaster.com/
Groves Incorporated (change in discount)	5.00%		NO	NO	http://www.groves.com/
Junk Yard Dog (change in discount)	0.00%		NO	NO	http://junkyarddogindustries.com/
Rescue Tech (change in discount)	0.00%		NO	NO	http://www.rescuetech1.com/
Task Force Tips (change in discount)	33.00%		YES	NO	http://www.tft.com/

LAKE COUNTY, FL
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MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 9/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 9/14/2022 E-mail: cmorgan@ten8fire.com Secondary E-mail: Debouwer@ten8fire.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 10:35:04 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer



Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Rescue Intellitech	0.00%		No	No	https://www.rescueintellitech.com/en-us/

LAKE COUNTY, FL
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MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Cindy Morgan Print Name: Cindy Morgan Title: VP of Equipment and Rescue Sales Date: 8/12/2022 E-mail: cmorgan@ten8fire.com Secondary E-mail: inf@ten8fire.com	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.08.12 08:31:46 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer



Lake County 1Lake County 17-0606L Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Ricochet	35.00%		No	No	https://www.ricochet-gear.com/

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730K
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Ten-8 Fire and Safety, LLC** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/26/2022, and Contractor's Bid response dated 3/24/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*
Date: 4/26/2022

Print Name: Richard Downer
Title: COO
Primary E-mail Address: debouwer@ten8fire.com
Secondary E-mail Address: cmorgan@ten8fire.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*
Date: 4/26/2022
Print Name: Richard Downer
Title: COO
Primary E-mail Address: debouwer@ten8fire.com
Secondary E-mail Address: cmorgan@ten8fire.com

EXHIBIT A – SCOPE OF SERVICES **22-730**

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

EXHIBIT B – INSURANCE REQUIREMENTS **22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, 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 Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222, Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Procurement Protest Procedures site.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED**.** The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

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 SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County 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 duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: Ten-8 Fire & Safety, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number N/A
and enter effective date N/A to date N/A

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Ten-8 Fire & Safety, LLC

Street Address: 2950 59th Avenue Drive East

City: Bradenton State and ZIP Code: FL, 34203

Mailing Address (if different): Click or tap here to enter text.

Telephone: 800-228-8368 Fax: 941-756-2598

Federal Identification Number / TIN: 59-2812764

DUNS Number: **039680376**

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Ten-8 Fire & Safety, LLC			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.ten8fire.com		
	SHOP LOCATION		
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Ron Ribbens, 800-228-8368, rribbens@ten8fire.com		
2c	**Labor for Equipment Repair (not under warranty)**	$115.00	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$65.00-/hour/person	**per call**

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	$124.20	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	$189.00	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	$140.40	Yes
	Pierce - Off Site Location, outside of hours mentioned above	$243.00	Yes

Ten-8 Fire & Safety, LLC	
SAVE AND SUBMIT AS AN EXCEL FILE	
www.ten8fire.com	
Warehouse Location(s):	**Bradenton, FL**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Ron Ribbens**
Email:	rribbens@ten8fire.com
Emergency Phone:	**941-650-8420**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Action	35.00%	NO	NO	http://actioncoupling.com/
Aeroclave	0.00%	YES	NO	http://www.aeroclave.com/
AH Stock	10.00%	NO	NO	http://www.ahstockmfg.com/
Ajax	10.00%	NO	NO	
Akron Brass	38.00%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10.00%	YES	NO	http://www.akronbrass.com/
Alocolite	15.00%	NO	NO	http://www.fireladder.com/
Amerex	35.00%	YES	NO	http://amerex-fire.com/
Anchor Industries	5.00%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40.00%	NO	NO	http://www.angusfire.com/
Angus Foam	12.00%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12.00%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Blowhard Fans	10.00%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10.00%	YES	NO	http://www.bostonleather.com/
Bullard (WILDLAND ONLY)	30.00%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40.00%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35.00%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0.00%	NO	NO	http://www.cmcrescue.com/
Cast Products	10.00%	NO	NO	http://www.getcpi.com/
CET	20.00%	YES	NO	http://fire-pump.com/
Chemguard Foam	12.00%	NO	NO	http://www.chemguard.com/
Class One (Span Instruments)	10.00%	YES	NO	
Code 3	5.00%	NO	NO	http://www.code3pse.com/
Cosmas USA	25.00%	YES	NO	http://www.cosmasusa.com/
Council Tools	0.00%	NO	NO	http://counciltool.com/
Cutter's Edge	10.00%	YES	NO	http://www.cuttersedge.com/
Darley & Co.	5.00%	NO	NO	http://www.darley.com/
David Clark	10.00%	NO	NO	http://www.davidclarkcompany.com/
Door Storm	5.00%	NO	NO	http://www.doorstorm.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dragon Fire Gloves	5.00%	NO	NO	http://www.dragonfiregloves.com/
Duo Safety	10.00%	NO	NO	http://www.duosafety.com/
Edwards Mfg	0.00%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	25.00%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30.00%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10.00%	NO	NO	http://www.esseyepro.com/
ESS- product	25.00%	NO	NO	http://www.esseyepro.com/
Euramco Safety	10.00%	NO	NO	http://www.euramcosafety.com/
Federal Signal Corp	10.00%	YES	NO	https://www.federalsignal.com/
Ferno	0.00%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Research	15.00%	NO	NO	http://www.fireresearch.com/
Firecom	15.00%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10.00%	NO	NO	https://www.firecraftsafety.com/
Flamefighter	20.00%	YES	NO	http://flamefighter.com/
Fold A Tank	20.00%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15.00%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10.00%	YES	NO	http://glasmaster.com/
Globe - Turnout Gear	44.00%	NO	NO	http://globeturnoutgear.com/
Globe Boots	31.00%	YES	NO	http://globeturnoutgear.com/
Groves Incorporated	15.00%	NO	NO	http://www.groves.com/
Haix Boots	15.00%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5%	YES	NO	http://haleproducts.com/
Hannay Reels	10.00%	YES	NO	http://www.hannay.com/
Harrington	40.00%	YES	NO	http://www.harrinc.com/
Hazard Control Technolgies	5.00%	YES	NO	https://hct-world.com/
Hebert	20.00%	YES	NO	
HexArmor	15.00%	YES	NO	https://www.hexarmor.com/
Hi-Lift Jack	5.00%	NO	NO	https://hi-lift.com/first-responder-jack/
Humat	0.00%	NO	NO	http://www.humat.com/
Husky	20.00%	YES	NO	http://www.huskyportable.com/
Hygenall	0.00%	NO	NO	https://hygenall.com/firefighters/
Identifire	0.00%	No	NO	identifiresafety.com
JGB Hose	5.00%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5.00%	NO	NO	http://junkyarddogindustries.com/
Key Hose	40.00%	YES	NO	http://keyhose.com/products.html
Kochek	30.00%	YES	NO	https://www.kochek.com/
Kussmaul	12.00%	YES	NO	http://www.kussmaul.com/
Lakeland Industries	25.00%	No	NO	https://www.lakeland.com/us
Leader Fans	10.00%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35.00%	YES	NO	http://www.leatherheadtools.com/
MSA				
MSA Helmets	35.00%	YES	NO	http://us.msasafety.com/
MSA Instruments	15.00%	YES	NO	http://us.msasafety.com/
MSA Parts	15.00%	YES	NO	http://us.msasafety.com/
MSA SCBA	25.00%	YES	NO	http://us.msasafety.com/
MSA TIC	0.00%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10.00%	YES	NO	http://www.circledlights.com/
National Foam	5.00%	YES	NO	http://nationalfoam.com/
Nupla	30.00%	YES	NO	http://www.nuplacorp.com/
OHD USA	0.00%	NO	NO	http://www.ohdusa.com/
Pelican	15.00%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10.00%	YES	NO	http://pactoolmounts.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Petrogen	0.00%	NO	NO	http://www.petrogen.com/
PGI	15.00%	NO	NO	https://www.pgi-inc.com/
Pierce	5.00%	YES	NO	
R & B Fabricators	10.00%	YES	NO	https://www.rbfab.com/
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40.00%	YES	NO	http://www.redheadbrass.com/
Rescue 42	10.00%	YES	NO	http://rescue42.com/
Rescue Tech	5.00%	NO	NO	http://www.rescuetech1.com/
Rice Hydro - test pumps	25.00%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10.00%	YES	NO	http://www.ricehydro.com/
SaferStraps	0.00%	YES	NO	https://saferstraps.com/
SCBAS	15.00%	YES	NO	http://scbas.com/
Sensible Mounts	15.00%	YES	NO	http://senpro.net/
Shelby Wolverine	5.00%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20.00%	NO	NO	
Solutions Safety Products	0.00%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20.00%	YES	NO	http://www.spcbrass.com/
SpillArmor	10.00%	YES	NO	http://smartvistallc.com/spillarmor/
Sterling Rope	15.00%	NO	NO	http://www.sterlingrope.com/
Streamlight	40.00%	YES	NO	http://www.streamlight.com/
SuperVac	25.00%	YES	NO	http://supervac.com/
Task Force Tips	38.00%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20.00%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0.00%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0.00%	YES	NO	http://www.teamequipment.com/
TeleLite	5.00%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20.00%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20.00%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0.00%	YES	NO	http://www.tntrescue.com/
TNT Tools	0.00%	NO	NO	http://www.tnttool.com/
Tomar	10.00%	YES	NO	http://www.tomar.com/
True North	10.00%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10.00%	YES	NO	http://turtleplastics.com/
US Coupling	25.00%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5.00%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10.00%	YES	NO	http://www.vanner.com/
Waterax	10.00%	NO	NO	http://www.waterax.com/
Waterous	10.00%	YES	NO	http://www.waterousco.com/
Weldon	10.00%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10.00%	YES	NO	http://westernshelter.com/
Western Shelter- tanks/shelters	0.00%	NO	NO	http://westernshelter.com/
Whelen Engineering	10.00%	YES	NO	http://www.whelen.com/index.php
Will Burt	10.00%	NO	NO	http://www.willburt.com/
Williams Foam	12.00%	YES	NO	http://www.williamsfire.com/HOME.aspx
Ziamatic/Zico	20.00%	YES	NO	http://www.ziamatic.com/

Legislation Details (With Text)

File #:	23-488	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/9/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	To Approve Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO- JACOBS 2023-33 $147,898.00 - UT-ENGIN.pdf Jacobs TO 2023-33 Proposal.pdf Jacobs CSA Agreement.pdf Jacobs CSA Agreement-1st Amendment EXP 2.4.25.pdf RFQ 20-03-COC Track Sheet.pdf COI Jacobs EXP 07.01.24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2023
Agenda Date: September 12, 2023
Prepared By: Kimberley Ross
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR).

BACKGROUND:

Carbon dioxide is used at the Dyal Water Treatment Plant to lower and optimize the pH of the treated water prior to filter operations. The existing recarbonization equipment that is used consists of two 70 -ton liquid carbon dioxide storage tanks with associated refrigeration, vaporizer, and diffuser systems. This system was constructed over a period of time with some portions original to the plant and some portions installed in the 1990s. The entirety of the equipment has reached its projected useful life and requires replacement.

The proposed design will be to replace the storage tanks in kind and to upgrade the diffuser feed system thus resulting in a more efficient carbonic acid feed system. The task order includes the design, permitting, and bidding assistance services for this project.

Staff recommends approval of the Jacobs Task Order 2023-33 for the engineering services for the design, permitting, and bidding services of the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR) for $147,898.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$147,898.00
Account Number	424-4055-536.63-00, WS23BR
Account Name	Infrastructure
Source Funds	Capital

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR).

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Water Supply and Water Treatment Support	2024-35
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/07/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,676.00

Vendor Name: Jacobs Engineering Group Inc. (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020/Utilities Dyal

Project Name: Project Management, SCADA & CMMS Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The purpose of this task order is to provide program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR)funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment.
Task 1- Project Management, Engineering and Operations Support
Task 2- SCADA, Process Control Systems and Instrumentation Support
Task 3-CMMS Support

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: 2024-35

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa

Task Order 2023 – 33

Carbon Dioxide System Replacement – Design, Permitting and Bidding

Objective and Background

The City of Cocoa (City) has determined that the carbon dioxide storage and feed system at the Dyal WTP has reached the end of its projected useful life and requires replacement. Under this Task Order, Jacobs Engineering Group, Inc. (Jacobs) will provide engineering services for the design, permitting and bidding of the project to replace the system. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020.

The City uses carbon dioxide in the groundwater treatment process to lower the pH after the lime softening process. Gaseous carbon dioxide is bubbled into the groundwater through diffusers in the recarbonation basins. Recarbonation after lime softening is critical to stop the lime softening process and optimize the pH for filter operations. The existing carbon dioxide equipment consists of two 70-ton liquid carbon dioxide storage tanks with associated refrigeration, vaporizer, and diffuser systems. The proposed design will be to replace the storage tanks in kind and to upgrade the diffuser feed system to a more efficient carbonic acid feed system.

Scope of Work

Task 1 - Design Services

Jacobs will provide engineering services to design the new carbon dioxide system including the following:

- Two liquid carbon dioxide storage tanks.
- Three carbonic acid feed systems including carrier water pumps and solution diffusers.
- Piping, valve and instrumentation required for operation and maintenance.
- Electrical power and communication from existing panels to the new equipment.

Task 1.1 – Preliminary Design

A preliminary design report will be developed to accompany the request for a modification to the FDEP permit. The preliminary design report will present design concepts for all professional disciplines required for the project. The report will address the items referenced in FAC 62-555.520(4) and will include some preliminary design drawings to depict the modifications.

The report will provide background on the existing treatment process, water quality and chemical use related to the carbon dioxide system. The report will review objectives and impacts to consider related to the carbon dioxide system replacement including discussion of

alternatives for storage tanks and feed systems. A preliminary control narrative will be provided in the report to discuss dosing controls and operation.

A draft preliminary design report will be issued to the City for review. One meeting will be held with the City to review the 30% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the preliminary design.

Task 1.2 – Final Design

Final design documents will be developed that include drawings and technical specifications. The design documents may include photographs with notations to describe the work. The design documents will include a control narrative and I/O list, but programming will be provided by the City's automation consultant under a separate Task Order.

Draft final design documents will be issued to the City for review. One meeting will be held with the City to review the 90% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the design documents for bidding.

Based on the finalized design documents for bidding, a Class 2 cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE). The cost estimate will be delivered with the final Bid Documents.

Task 1 Deliverables

- 30% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- 90% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- Bid Documents (100% Design) – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.
- A construction cost estimate will be prepared for the Final Design Documents (100% design).

Task 2 - Permitting Services

Jacobs will prepare and submit an application for a Florida Department of Environmental Protection (FDEP) Permit to Construct PWS Components (Form 62-555.900(1)) for the project. The permit application will include supporting documentation and preliminary drawings as required by FDEP. The permit application will only be for a modification to the site equipment and no capacity rerating will be required. Jacobs will provide one response to a request for additional information.

Task 2 Deliverables

- Permit application package for FDEP Permit to Construct PWS Components including Form 62-555.900(1), drawings, and supporting documentation per FDEP requirements.

Task 3 - Bidding Services

Jacobs will provide services to assist the City in selection of a single contractor for the construction of the project. Jacobs will assist the City in conducting one pre-bid conference. Jacobs will assist the City in developing the agenda and content of the pre-bid conference. Jacobs will attend the pre-bid conference meeting, document questions asked during the

meeting, take minutes, and prepare a summary. The City will prepare and administer the Invitation to Bidders.

Jacobs will coordinate with the City for issuing responses to requests for additional information. Jacobs will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests. The City will issue addenda to prospective bidders.

Jacobs will review the bids, evaluate them for responsiveness, and bid amount. Jacobs will prepare a summary of its review and evaluation. The City will make the final decision on the award of the contract for construction and the accept a rejection of bids. Jacobs' services do not include bid protest situations. The City will prepare the notice of award; assembly, delivery and execution of the contract for construction and the notice to proceed.

Jacobs will modify the technical specifications and drawings as required to address bidder's questions and requests and then issue Conformed Documents to the City.

Task 3 Deliverables

- Pre-bid meeting agenda and summary.
- Responses to questions from proposers during the bidding process.
- Summary of bid review and evaluation.
- Conformed Documents – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.

Assumptions

The following key assumptions apply:

- The City will assign a project manager who will be the Jacobs's main point of contact and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Engineering, etc.).
- The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
- All deliverables will be provided in electronic format as .pdf files.
- Design documents will be prepared for a single construction contract.
- Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications.
- Invitation to Bid documents, or the Division 0 specifications, will be developed by the City.
- The drawings will follow Jacobs CAE/CAD standards. Microstation will be used to develop the drawings.
- Design deliverables include a 30% package for permitting and 90% final design package. There is no intermediate 60% deliverable.
- Jacobs design deliverables will be provided to others for the construction of the work.
- Jacobs will pay the permit fee for the FDEP Permit to Construct PWS Components directly to the FDEP up to $1,000.
- No meetings are included with permitting or regulatory agencies.
- The project schedule includes timeframes for Jacobs' design deliverables but does not include a schedule for permitting services. The timeframe for permitting services is not within Jacobs' control.

- The Contractor shall be responsible for permitting with the Orange County Building Department including development and submission of the permit application(s), coordination with the permitting agency, completion of permit requirements, and permit approval.
- The cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE) Class 2 cost estimate. All estimates of probable construction cost used for planning the project will be developed using the appropriate estimate class for completion of the design and consistent with Industry Standards, Association for the Advancement of Cost Engineering adjusted for local site conditions. The final construction cost can only be determined after competitive bidding of the project by City. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Engineer makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.
- The City will inform Jacobs's staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g., alarms, assembly areas, etc.) prior to the site visits.
- Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
- It is assumed the new equipment can be installed in the same outdoor location as the existing equipment. A temporary feed system may be required during construction to avoid operations shutdown.
- Existing electrical power and communications systems are adequate to supply sufficient power and communication functionality to the new equipment.
- Surveying services are not included in this scope.
- Landscape design is not included in this scope.
- Geotechnical services are not included in this scope.
- Services during construction shall be provided under a separate contract.

Schedule

The duration of the services provided under this Task Order are dependent on project permitting and bidding activities which are outside of Jacobs' control. This Task Order shall remain active to support the specified services throughout project design, permitting, and bidding.

Design Services provided under Task 1 are estimated to be completed within 24 weeks following Notice to Proceed as show in Table 1.

TABLE 1
Project Schedule

Task/Activity	Schedule
Preliminary Design Report (30% Design Submittal); 1 meeting	8 weeks following Notice to Proceed

TABLE 1
Project Schedule

Task/Activity	Schedule
Construction Document Submittal (90% Design Submittal); 1 meeting	10 weeks following Preliminary Design Report comment adjudication
Final Bid Documents Submittal (100% Design Submittal); no meeting	4 weeks following Contract Document comment adjudication

Note: A meeting is anticipated to be held with the City within 2 weeks after the 30% and 90% design submittals.

Permitting services provided under Task 2 are anticipated to begin after approval of the preliminary design report and 30% design package. The FDEP permit application will be submitted within 2 weeks after approval of the 30% design. The permit approval schedule is dependent on the regulatory agency.

Bidding services will commence after the City has published the project bid and will last the duration of the bidding process which is anticipated to be 6 weeks. The pre-bid conference is anticipated to be held within 2 weeks of the bid publications.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	804	$130,172
TASK 2 – PERMITTING SERVICES	42	$6,564
TASK 3 – BIDDING SERVICES	50	$9,162
EXPENSES & SUBCONSULTANTS	N/A	$2,000
Grand Total	896	$147,898

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By _____

Title Vice President

Date July 19, 2023

City of Cocoa Task Order 2023-33 Carbond Dioxide System Replacement – Design, Permitting and Bidding Services Labor Hour Breakdown		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Project Engineer/Scientist/Consultant	Junior Project Engineer/Scientist/Consultant	Construction Manager/Senior Technician*	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$120.00	$110.00	$142.00		
1	**DESIGN SERVICES**									
		16	48	216	156	164	64	140	804	$130,172
								Task Subtotals	**804**	**$130,172**
2	**PERMITTING SERVICES**									
		2	2	6	16	0	16	0	42	$6,564
								Task Subtotals	**42**	**$6,564**
3	**BIDDING SERVICES**									
		2	4	20	16	0	0	8	50	$9,162
								Task Subtotals	**50**	**$9,162**
								Labor Total	**896**	**$145,898**
								Expenses		**$2,000**
								Subcontracts		**$0**
								Task Order Total		**$147,898**

* Labor hours for "Construction Manager / Senior Technician" rate category are for CAD technicians working on design documents.

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

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

Continuing Service Agreement Track Sheet

RFQ-20-03-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Engineering Services for Water System

Total Task Orders: $9,045,496.00

Department: Utilities | Start Date: 2/5/2020 | Paid: $4,695,560.87

Task Orders Issued: 40 | End Date: 2/4/2025 | # Extensions 1 | Encumbered: $1,129,073.98

Contract #	RFQ-20-03-COC	Vendor	Jacobs Engineering	Expires	2/4/2025	$9,045,496.00	$4,695,560.87	$1,129,073.98
Task Order	Task Details			Approved	Status	Task Order Amt.	Paid	Encumbered
2020-01	Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76256-40438; Notes: Liquidated $22,949.04, Amount Paid $173,387.96, PO # [DK-			2/13/2020	Completed	$339,431.00	$173,387.96	$0.00
2020-01.1	Reduction in time required for Task due to COVID-19 delays; Requested by Shawny Weston; Project # WS13BC; PO/RQ#: 76256-40438;			9/3/2020	Completed	($143,094.00)	$0.00	$0.00
2020-02	FY2020 Cross Connection Control Program Assistance; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Task Order Approved amount is $124,902 but PO was only issued for $93,677.00 [DK-03/22/22]			2/13/2020	Completed	$93,677.00	$45,479.50	$0.00
2020-02.1	Reduction in time required to assist WFO with activities for Task 1, 2, 3 & 4; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 76375-40592; Notes: Liquidated Amount $28,197.50 [DK-03/22/22]			5/26/2020	Completed	($20,000.00)	$0.00	$0.00
2020-03	FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects; Requested by Katherine Ennis; Project # WS19BO; PO/RQ#: 76255-40441; Notes: Liquidated Balance of $287,624.50 [DK-03/22/22]			2/13/2020	Completed	$325,016.00	$37,391.50	$0.00
2020-04	FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 76254-40442; Notes: Liquidated Balance of $33,495.50 [DK-03/22/22]			2/26/2020	Completed	$178,052.00	$144,556.50	$0.00

2020-05	FY2020 Water Field Operations (WFO) Support; Requested by Katherine Ennis; PO/RQ#: 76376-40594; Notes: Liquidated balance of $59,634.50 per Melinda [DK-03/22/22]	2/26/2020	Completed	$160,492.00	$70,857.50	$0.00
2020-05.1	Reduction in Time required for Task # 1; Requested by Melinda Keesee; Project # WS136BC; PO/RQ#: 76376-40594;	5/26/2020	Completed	($30,000.00)	$0.00	$0.00
2020-06	FY2020 Water System Program Management Services - Dyal Plant Support; Requested by Shawny Weston; PO/RQ#: 76412-40440; Notes: PO Balance Liquidated $23,711.75 per Shawny 12/07/20, [DK-03/22/22]	2/26/2020	Completed	$168,322.00	$144,610.25	$0.00
2020-07	America's Water Infrastructure (AWIA Section 2013 Compliance Support; Requested by Katherine Ennis; PO/RQ#: 76253-40443; Notes: PO Balance Liquidated $48,379.68 [DK-03/22/22]	2/26/2020	Completed	$188,914.00	$140,534.32	$0.00
2020-08	Requested TO but never issued (Patrick AFB & Cape Canaveral AFS Water Utility Privatization); Requested by Jack Walsh Notes: Never Issued		Cancelled	$976,932.00	$0.00	$0.00
2020-09	Corrosion Control Study; Requested by Peter Davis; Project # WS19CF; PO/RQ#: 76439-40701; Notes: PO Balance Liquidated $13,366.46 [DK-03/22/22]	4/8/2020	Completed	$111,058.00	$97,691.54	$0.00
2020-10	Assistance & Support for SCADA; Requested by Shawny Weston; PO/RQ#: 76569-40860; Notes: PO Balance Liquidated $65,010.48 per Shawny [Dk-03/22/22]	1/22/2020	Completed	$175,000.00	$109,989.52	$0.00
2020-11	Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP facilities and systems.; Requested by Shawny Weston; Project # WS20DM; PO/RQ#: 76986-41449;	8/26/2020	Completed	$143,094.00	$142,048.00	$0.00
2020-12	Update of Fixed Assets and Systems Data; Requested by Jack Walsh; Project # WS21FA; PO/RQ#: 76942-41400; Notes: PO Balance Liquidated $27,419.00 [DK-3/22/22]	8/26/2020	Completed	$58,321.00	$30,902.00	$0.00
2021-13	FY21 Engineering Services for Water System Program Management Services - Water Supply; Requested by Shawny Weston; PO/RQ#: 77434-41950;	10/27/2020	Completed	$374,708.00	$374,708.00	$0.00

2021-13.1	Support Services for upgrades to SCADA servers; Requested by Sean McFarland; PO/RQ#: 77434-41950; Notes: City Manager signed proposal on 07/15/21. [DK-03/23/22]	7/13/2015	Completed	$65,000.00	$49,261.15	$0.00
2021-14	FY21 Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77279-41814; Notes: Liquidated $12.50 per ICORF dated 09/12/22. See requ folder	9/23/2020	Completed	$178,052.00	$178,039.50	$0.00
2021-15	FY21 Engineering Services for the Water System Program Mnagement Services for Cocoa Utilities Operating Revenuw Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 77309-41885;	9/23/2015	Completed	$453,926.00	$413,870.54	$0.00
2021-16	FY21 WFO Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 77426-41873; Notes: PO Balance Liquidated $56,667.27 [DK-03/22/22]	10/13/2020	Completed	$224,883.00	$168,215.73	$0.00
2022-17	Program Management & SCADA Services; Requested by Shawny Weston; PO/RQ#: 78697-43602;	9/28/2021	Completed	$374,956.00	$374,952.50	$0.00
2022-17.1	Project Management & SCADA; Requested by Sean McFarland; PO/RQ#: 79774-44900; Notes: Emailed TO to Brian on 06/01/2022 for review and approval. Also asked him to save a copy of the proposal into the Task Order	7/12/2022	Completed	$115,164.00	$108,057.48	$0.00
2022-18	FY22 WFO Division Cross Connection Control Support; Requested by Melinda Keesee; Project # WS13BC; PO/RQ#: 79012-43961; Notes: 03/01/2023 per email from Melinda K. the remaining balance on this PO $19,302.50 is to be liquidated.	9/14/2021	Completed	$224,850.00	$205,547.50	$0.00
2022-19	FY22 Cocoa Program Plan Review, Permitting Assistance & Utility Support; Requested by Jack Walsh; Project # WS1221; PO/RQ#: 78728-43623; Notes: Liquidated 38,745.00 [DK-10/27/2022]	9/14/2021	Completed	$249,280.00	$210,535.00	$0.00
2022-20	FY22 Engineering Services for the Water System - Program Management Services for Cocoa Utilities Operating Revenue Funded CIP Projects; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 78704-43625;	9/14/2021	Completed	$597,069.00	$395,828.36	$0.00
2022-21	Viera Booster Station Chloramination Improvements - Permitting & Design; Requested by Shawny Weston; Project # WS21VP; PO/RQ#: 78688-43590; Notes: Liquidated $2,016.50 [DK-10/27/22]	9/28/2021	Completed	$84,494.00	$82,477.50	$0.00

2022-22	FY22 Engineering Services for the Water System - Sea Ray Drive 36" Water Main Sykes Creek Crossing; Requested by Katherine Ennis; Project # WS21SC; PO/RQ#: 78709-43634;	9/28/2021	Active	$305,867.00	$254,588.56	$51,278.44
2022-23	Elevated Tank Rehabilitation - Design and Bidding Services; Requested by Peter Davis; Project # DYET22; PO/RQ#: 79792-44745; Notes: Task Order # 2022-23 provided to Peter on 04/01/2022 [DK-04/01/22] Estimated Proposal 35,056.00	5/5/2022	Active	$35,056.00	$20,803.50	$14,252.50
2022-24	36" Wm Relocation Seay Ray Drive Bridge (Sykes Creek); Project # WS21SC Notes: Emailed Task Order # to John Perrin [DK-06/06/2022] Per John this will need to be a FY23 Task Order. New Task Order #		Cancelled	$92,934.00	$0.00	$0.00
2022-25	Viera Pump Station Chlorination Improvements; Requested by David Veloza; Project # WS21VP; PO/RQ#: 80175-45458; Notes: Task Order # 2022-25 emailed to David Veloza [DK-06/29/2022]	9/13/2022	Active	$93,880.00	$4,411.50	$89,468.50
2023-26	FY23 City of Cocoa Plan Review, Permitting Assistance and Utility Support; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80172-45444; Notes: Emailed TO # 2023-26 to Katie [DK-07/11/2022]	9/13/2022	Active	$249,538.00	$132,491.50	$117,046.50
2023-27	FY23 Engineering Services for the Water System; Requested by Katherine Ennis; Project # WS1221; PO/RQ#: 80171-45443; Notes: Emailed Task Order # 2023-27 to Katie [DK-07/19/22] Emailed TO to Brian [DK-08/03/22]	9/13/2022	Active	$692,563.00	$282,494.25	$410,068.75
2023-28	FY23 Engineering Services for the Water System; Requested by Sean McFarland; PO/RQ#: 80061-45338; Notes: Task Order # 2023-28 provided to Sean via phone call. [DK-08/02/22]	9/13/2022	Active	$399,726.00	$217,808.21	$181,917.79
2023-28.1	Project Management Serices; Requested by Sean McFarland Notes: TO Amendment emailed to Brian [DK-05/25/2023] To Amendment emailed back to Requestor to get Council Approval [DK-05/25/2023]		Pending	$85,520.00	$0.00	$0.00
2023-29	Sea Ray Drive_Sykes Creek WM Crossing SDC; Requested by John Perrin; Project # WS21SC; PO/RQ#: 80515-45829; Notes: Emailed Task Order # 2023-29 to John Perrin [DK-08/03/2022] Emailed Task Order #2023-29 to Brian [CS-11/23/22]	12/13/2022	Active	$124,519.00	$7,157.00	$117,362.00
2023-30	FY23 WFO & Cross Connection Control (CCC) Support; Requested by Melinda Keesee; PO/RQ#: 80496-45805; Notes: emailed Task Order # 2023-30 to Melinda [DK-08/16/2022] emailed Task Order to Brian for approbval [DK-08/19/2022]	9/13/2022	Active	$224,554.00	$76,874.50	$147,679.50

2023-30.1	FY23 WFO & Cross Connection Control (CCC) Support Adjustment; Requested by Melinda Keesee Notes: 11/14/2022 emailed Task Order Amendment to Brian [DK-11/14/2022]	Cancelled	($10.00)	($10.00)	$0.00
2023-31	Dyal Install New Well 17; Requested by David Veloza; Project # WS20DW Notes: Task Order # emailed to David [DK-05/18/2023] Emailed Task Order to Lora for Approval. [DK-06/26/2023]	Pending	$227,902.00	$0.00	$0.00
2023-32	Dyal WTP SCADA HMI Server; Requested by Katrina Combs Notes: Emailed Task Order # 2023-32 to Katrina [DK-07/05/2023] Emailed Task Order to Brian for Approval [DK-07/07/2023] Emailed Task Order & Backup Docs to Requestor for Agenda Item	Pending	$697,952.00	$0.00	$0.00
2023-33	Carbon Dioxide System Replacement; Requested by Katrina Combs; Project # WS23BR Notes: Emailed Katrina Task Order # [DK-07/17/2023]	Pending	$147,898.00	$0.00	$0.00

Legislation Details (With Text)

File #:	23-526	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	8/22/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	

Title: Conduct a Public Hearing on the Tentative Millage Rate and Tentative FY24 Budget and:

Adopt Resolution No. 2023-093 adopting a tentative millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024.

Adopt Resolution No. 2023-094 adopting the FY2024 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024. (Finance Director)

Sponsors:

Indexes:

Code sections:

Attachments: FY 24 Tentative Budget - Summary.pdf
Resolution Tentative Millage Rate 2023-093.pdf
Resolution Tentative Budget 2023-094.pdf
Florida Today Proof 9-12 Hearing.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2023
Agenda Date: September 12, 2023
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director and Stockton Whitten, City Manager
Requested Action:
Conduct a Public Hearing on the Tentative Millage Rate and Tentative FY24 Budget and:

Adopt Resolution No. 2023-093 adopting a tentative millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024.

Adopt Resolution No. 2023-094 adopting the FY2024 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024.

BACKGROUND:

On July 25, 2023, the City Council approved Resolution 2023-078 establishing the rolled-back millage rate of 5.8285 and a proposed millage rate of 6.9532 mills, which represents an increase of 19.3% over the rolled-back rate and is characterized as the percentage increase in property taxes tentatively adopted by the City Council pursuant with section 200.065(2)(c), Florida Statutes.

The proposed millage rate of 6.9532 mills for Fiscal Year (FY) 2024 is an increase of 7.7% over the adopted FY 2023 millage rate of 6.4532 mills. The City Council set the date, time and place of the Public Hearing to consider the Final Millage Rate and the FY 2024 Final Budget as September 26, 2023, at 65 Stone Street, Cocoa, Fl. 32922 at 6:00p.m at the July 25, 2023 Council meeting.

Pursuant with section 200.065, Florida Statutes, the City Council must conduct a public hearing on the proposed millage rate and tentative budget within 65-80 days of certification of taxable value to the property appraiser. A second hearing is required 97-100 days after certification to adopt the final millage rate and budget. During each of these hearings, the law requires that "the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased." During such discussion, the City Council shall hear comments regarding the proposed increase and the City will explain the reasons for the proposed increase over the rolled-back rate. Further, section 200.065, Florida Statutes, also requires the City Council to adopt the tentative millage rate prior to adopting the tentative budget

STRATEGIC PLAN CONNECTION:

To provide transparency during the TRIM (Truth in Millage) and Budget process for accountability to the taxpayers of the City of Cocoa. Through the strategic planning process, the City committed to develop a financially sustainable revenue base to support and deliver high quality municipal services. A financial analysis provided by the consulting firm of Stantec indicated the need for the City to maintain its current millage rate, as one of the many recommendations, to place the City on a path of fiscal sustainability over the next five to ten years.

BUDGETARY IMPACT:

The City budgeted 95% of the gross ad valorem revenue of $11,202,138 for FY 2024, which equals $10,642,032. This results in a net increase of $2,203,462 in ad valorem revenue over the FY 2023 budget of $8,438,570.

Total FY 2024 Budget, All Funds: $168,949,095

PREVIOUS ACTION:

July 25, 2023, Resolution 2023-078 established the rolled back millage rate, adopted a Proposed Millage Rate, and set the date, time, and place of the first Public Hearing to consider the Tentative FY 2024 Budget and Tentative Millage rate.

RECOMMENDED MOTION:

Conduct a Public Hearing on the tentative millage rate and tentative budget and:

Adopt Resolution No. 2023-093 adopting a tentative millage rate of 6.9532 mills, for the City of Cocoa, commencing on October 1, 2023 and ending on September 30, 2024.

Adopt Resolution No. 2023-094 adopting the FY2024 tentative budget and CIP for the City of Cocoa

Fiscal Year, commencing on October 1, 2023 and ending on September 30, 2024.

Tentative Budget Summary
Fiscal Year 2024

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. 2023-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, ANNOUNCING THE PERCENTAGE BY WHICH THE TENTATIVE 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 adopted and the date, time, and place of a public hearing to consider the tentative 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 tentative 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 to establish the tentative budget for Fiscal Year 2023-2024; and

WHEREAS, the City of Cocoa has made any necessary recalculations to the tentative millage rate and desires to adopt the recalculated tentative millage rate and publicly announce the percent by which the recomputed tentative millage rate exceeds the rolled back rate computed pursuant to *Florida Statutes 200.065(1).*

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

SECTION 1. The Cocoa City Council adopts a tentative 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 regular meeting assembled on the 12th day of September, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2023-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING A TENTATIVE 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 millage rate was adopted; and

WHEREAS, pursuant to this same statute a public hearing was held on September 12, 2023, for the purpose of adopting a tentative budget for Fiscal Year 2023-2024; and

WHEREAS, the City of Cocoa has adopted a tentative millage rate in accordance with State Statute and has held a public hearing on the tentative budget; and

WHEREAS, the City of Cocoa City Council desires to adopt a tentative 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 tentative millage rate of 6.9532 for the City of Cocoa Fiscal Year 2023-2024, the Cocoa City Council adopts a tentative 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 tentative 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. In accordance with *Florida Statute 200.065,* within 15 days of adopting the tentative budget, the City of Cocoa shall advertise in a newspaper of general circulation in Brevard County its intent to adopt a final millage rate and budget. A public hearing to finalize the budget and adopt a millage rate shall be held not less than two (2) days or more than five (5) days after the day that the advertisement is first published.

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. 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 6. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12th day of September 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Please contact us with changes or cancellations as soon as possible, otherwise no further action needed.

PUBLICATION	TOLL-FREE	Local #	Email
Florida Today	888-516-9220	321-242-3632	BRELegals@gannett.com

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005810671

Pymt Method Invoice

Order Amount 175.13

Run Times: 1

No. of Affidavits: 1

Run Dates: 08/31/23

Text of Ad:

Ad#5810671 08/31/2023

CITY OF COCOA
NOTICE OF PUBLIC HEARING
September 12, 2023

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, September 12, 2023, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting a Tentative Millage Rate for the Fiscal Year commencing on October 1, 2023, and a Tentative Budget for the Fiscal Year commencing on October 1, 2023, and ending September 30, 2024, as follows:

RESOLUTION NO. 2023-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, ANNOUNCING THE PERCENTAGE BY WHICH THE TENTATIVE MILLAGE RATE EXCEEDS THE ROLLED--BACK RATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2023-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING A TENTATIVE 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.

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

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.
Members of the public are encouraged to comment on the proposed resolutions at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (marsenault@cocoafl.gov), or by telephone by calling (321) 433-8488.

In accordance with the Americans With Disabilities Act, persons needing assis-

tance to participate in any of these proceedings should contact the Assistant City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Monica Arsenault, Assistant City Clerk, 65 Stone Street, Cocoa (321) 433-8488

Further information may be obtained by calling the City Clerk at the above listed number.
Dated this the 31st
day of August, 2023
Monica Arsenault, Assistant City Clerk

Legislation Details (With Text)

File #:	23-544	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/5/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Adopt on Second and Final Reading Ordinance 15-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel totaling 6.61 acres from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling), with the condition that the maximum density of the property shall be 4 dwelling units per acre. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No 15-2023 _ Rezoning McKnight Property to City RU-2-15 (1).pdf Exhibit A - location Map Jim McKnight.pdf Exhibit B - Zoning map Jim McKnight.pdf Exhibit C - FLU Map Jim McKnight.pdf Exhibit D - Application Jim McKnight.pdf Exhibit F - City Council Sept 12 Legal Ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2023
Agenda Date: September 12, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Adopt on **Second and Final Reading** Ordinance 15-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel totaling 6.61 acres from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling), with the condition that the maximum density of the property shall be 4 dwelling units per acre.

BACKGROUND:

Mr. James P. McKnight, on behalf of the property owner, Mr. Ralph McCoig of Edita Realty, Inc., is requesting to amend the Zoning Map designation of one parcel totaling 6.61 acres from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling) as depicted on Exhibit A. The parcel ID number for the subject property is 24-36-30 -00-256. The subject property is located east of N. Range Rd., and abuts the cul-de-sac of both Kathi Kim St., and Delys St., which are located in unincorporated Brevard County.

The current Future Land Use (FLU) designation of the parcel is Low Density Residential, LDR. This FLU designation allows a maximum density of 7 du/acre. The proposed RU-2-15 zoning district is consistent with the LDR FLU per Figure FLU-1 of the Future Land Use Element of the City of Cocoa Comprehensive Plan. However, is it important to note that the Low-Density Residential future land use designation provides for a 7 unit per acre maximum density, which will supersede the 15 units per acre typically allowed in the RU-2-15 zoning district. Just prior to the Planning and Zoning Board hearing, the Applicant agreed to voluntarily limit the maximum density of the property further to 4 du/acre.

The reason for the requested change is two-fold. First, the subject property was annexed into the City of Cocoa in 2007 (Ordinance No. 03-2007) and was not given a City of Cocoa zoning category. A FLU of LDR was applied, but not a zoning category. In order for any type of development activity to occur on the subject property, a zoning category is required. The requested RU-2-15 zoning district is similar in nature to the previously applied Brevard County zoning category of RU-2-10, Medium-Density Multiple-Family Residential. The second reason for the request is that the applicant proposes to subdivide the property into four lots to develop four total duplex buildings, for a total of 8 residential units, across the 6.61 acres at a density of 1.21 du/acre. Of note is that +/- 4.09 acres of the subject property are forested wetlands. As such, the remaining +/-2.52 acres would be developed at a density of 3.17 du/acre.

The provisions of the RU-2-15 Residential district are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development. The applicant has submitted a concept plan (Exhibit B) showing the proposed four lot subdivision, with access from both Kathi Kim St., and Delys St. Lots 1 and 2 would access from Kathi Kim St., and Lots 3 and 4 would access from Delys St. Both streets are existing public rights-of-way in unincorporated Brevard County. Those streets are the only legal public access to the subject property. The portion of the subject property that is wetland will not be disturbed. Please note the concept plan is for illustrative purposes only and is non-binding. Demonstration of full compliance with the Code of Ordinances will be required at the time of site plan and subdivision plan review.

Future Land Use Designation:	Current: Low Density Residential
Zoning District:	Current: Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) Proposed: City of Cocoa RU-2-15 (Multiple Family Residential)
Existing Land Use:	Vacant Residential Land
Council District:	District 3 - Councilmember Dyal
Legal Ad Date:	September 1, 2023

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	LDR, Low Density Residential	No Zoning Applied	Vacant Residential Land
South	Brevard County RES 15 (15 Units Per Acre)	Brevard County GU, General Use/Brevard County RU-2-10, Medium-Density Multiple-Family Residential	Saturn Elementary School/Grazing Land
East	LDR, Low Density Residential	RU-1-7, Single-Family Residential District	Vacant Residential Land
West	Brevard County RES 15 (15 Units Per Acre)	Brevard County RU-2-10, Medium-Density Multiple-Family Residential	Single-Family Residences/Duplexes

I. Rezoning Analysis

The Planning & Zoning Division staff have reviewed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows, and as provided by the applicant:

a. The proposed change is contrary to the established land use pattern.

Staff Finding: The surrounding FLU is City of Cocoa LDR and Brevard County RES 15. The surrounding zoning is RU-2-15 and unassigned to the north and Brevard County RU-2-10 to the west, and RU-1-7 to the east. The subject property is immediately surrounded by vacant land, except for the single-family and duplex homes located on both Kathi Kim St. and Delys St. (Brevard County RU-2-10). The Brevard County RU-2-10 zoning district allows for multi-family dwellings, duplexes, resort dwellings, and single-family attached dwellings. The proposed zoning district, which would allow for duplex units and multi-family units is not contrary to the established land use pattern, particularly where the Applicant has voluntarily agreed to a condition of 4 dwelling units per acre maximum on the site. As previously stated, the subject property had a Brevard County zoning category of RU-2-10. The requested City of Cocoa zoning district is similar in nature. In addition, the existing LDR FLU allows less density per acre than the existing parcels to the west that are located in unincorporated Brevard County.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: As noted above, the surrounding zoning districts are Brevard County RU-2-10, RU-1-7 and RU-2-15. The development pattern would be consistent with the developed lots immediately adjacent to the west of the subject property on Kathi-Kim Street and Delys Street, which are zoned for medium-density, multiple-family development.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Finding: Per the US Census, between 2017 and 2020, US households held approximately 2.60 persons per house. As such, this development is expected to generate approximately 8 units and 21 people, though the concept plan is not a binding development plan at this time. The applicant is anticipated only to develop the 2.52 acres that are not wetlands, at a density of 3.17 units per acre. However, in accordance with the proposed condition, a maximum of 26 units would be possible if the entire property was to be developed. If no wetland impacts were proposed, it would result in a maximum of 10 units. A thorough concurrency review will occur during the subdivision and site plan review processes, but it is not expected to diminish the level of service for public facilities such as schools, utilities, and streets.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Finding: The property was annexed in 2007, and was not given a zoning category, just a FLU designation. The requested zoning district is consistent with the FLU designation of LDR.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Finding: The existing FLUM designation of the subject property is LDR. The proposed rezoning is consistent with Future Land Use Element Policy 1.1.2.3. Further, Figure FLU-1, Standards for Future Land Use Categories, showed that RU-2-15 is an applicable zoning district for the LDR FLU category.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: The subject property is required to have a City of Cocoa zoning category in order for any type of activity to occur. The requested zoning district is similar in nature to the previously applied Brevard County RU-2-10.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: The maximum density allowed by the condition will be 4 dwelling units per acre, which is less than the surrounding neighborhood zoning allows. The subject property may be developed in a similar manner as the properties on Kathi Kim St., and Delys St. Both Kathi Kim St., and Delys St. are public right-of-way's giving and provide the legal access to the subject property. The properties to the north, west, and south are vacant.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As agreed on by the applicant, the maximum density of the project will be 4 dwelling units per acre across the 2.52 acres outside of the wetlands. Staff analyzed four different scenarios:

1. 8 Dwelling Units (proposed concept)
2. 47 dwelling units (max allowed by FLU across entire 6.61 acres)

3. 27 dwelling units (4 du*6.61 acres, rounded up)
4. 11 dwelling units (4 du*2.25 acres, rounded up)

Based on the proposed concept, the traffic generation is 54 average daily trips, and 5 PM peak hour trips. The other results are shown in the table below:

Based on these impacts, a full traffic analysis may not be required per code at subdivision. However, that will be more fully analyzed at that time.

Per the Space Coast Transportation Planning Organization (TPO) Transportation data Management System, 2-way data collected on N. Range Rd. adjacent to Oak Haven Ln., showed 5,970 average annual daily trips in 2022 on N. Range Rd. The adopted LOS for N. Range Rd., is 'E', and is identified as a Urban Major Collector. As of the most recent AADT count, there are roughly 10,000 AADT's available on the roadway within it's adopted LOS (Space Coast TRP 'Segments Functional Classification, Maximum Acceptable Volume - MAV - and Levels of Service - LOS, 2020). As previously stated, Kathi Kim St. and Delys St. are both public right-of-way's which provide legal access to the subject property. If the concept plan were to be developed as proposed, two buildings (four units) would access from Kathi Kim St., and two buildings (four units) would access from Delys St.

As previously mentioned, the proposed concept plan is not binding with a full engineering review being required at a later date as part of the processes of developing the subject property.

i. The proposed change will create a drainage problem.

Staff Finding: The applicant will be required to provide full engineering design as part of the subdivision and site plan review process. In addition, the wetlands on the property are not planned to be impacted during or after the development.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will bring such negative impact.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. Uses that are similar in nature generally have a positive value impact upon each other.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare. The applicant does not have a zoning district applied to the subject property and is required to have one.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The subject property currently does not have a City zoning district. The proposed district is similar in nature to the Brevard County zoning district it previously had and is similar to the developed property adjacent to it.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the area and would complement the existing residential scale in the immediate area.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Finding: It is not impossible to find other adequate sites in the city for the proposed use, however the subject property needs a City designation, and the property owner has the right to develop their property in accordance with all relevant codes.

Consistency with Comprehensive Plan Policies and Objectives
The proposed RU-2-15 zoning designation is consistent with the allowable uses under the “Medium Density Residential” Future Land Use per the City of Cocoa Comprehensive Plan.
Concurrency Management/Adequate Public Facilities
Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, the applicant/developer will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. However, because the maximum density remains unchanged, no further impact to public facilities is anticipated by the rezoning.

At the August 16th Planning and Zoning Meeting, Board members voted to recommend approval by City Council. At the August 22nd Council meeting, Council approved the First Reading of Ordinance 15-2023.

Staff recommend consideration of the Second and Final Reading of Ordinance 15-2023.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

_N/A

PREVIOUS ACTION:

Planning & Zoning Board recommended approval - August 16, 2023
City Council approved 1st reading on August 22nd, 2023

RECOMMENDED MOTION:

Adopt on **Second and Final Reading** Ordinance 15-2023, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel totaling 6.61 acres from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple Family Dwelling), with the condition that the maximum density of the property shall be 4 dwelling units per acre.

ORDINANCE NO. 15-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 6.61 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF THE INTERSECTION OF NORTH RANGE ROAD AND KATHI KIM STREET, AND WEST OF CLEARLAKE ROAD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY MEDIUM-DENSITY MULTIPLE-FAMILY RESIDENTIAL (RU-2-10) TO CITY OF COCOA MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

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

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in the City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Brevard County RU-2-10 (Medium-Density Multiple-Family Residential) to City of Cocoa RU-2-15 (Multiple-Family Dwelling), with the condition that the real property shall not exceed a maximum density of four (4) dwelling units per gross acre, for the real property depicted and legally described on **Exhibit A**, attached hereto and incorporated

herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12 day of September, 2023.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT
Interim City Clerk

Legal Ad Published: 08/01/2023
First Reading: 08/22/2023
Legal Ad Published: 09/01/2023
Effective Date: 09/12/2023

EXHIBIT A

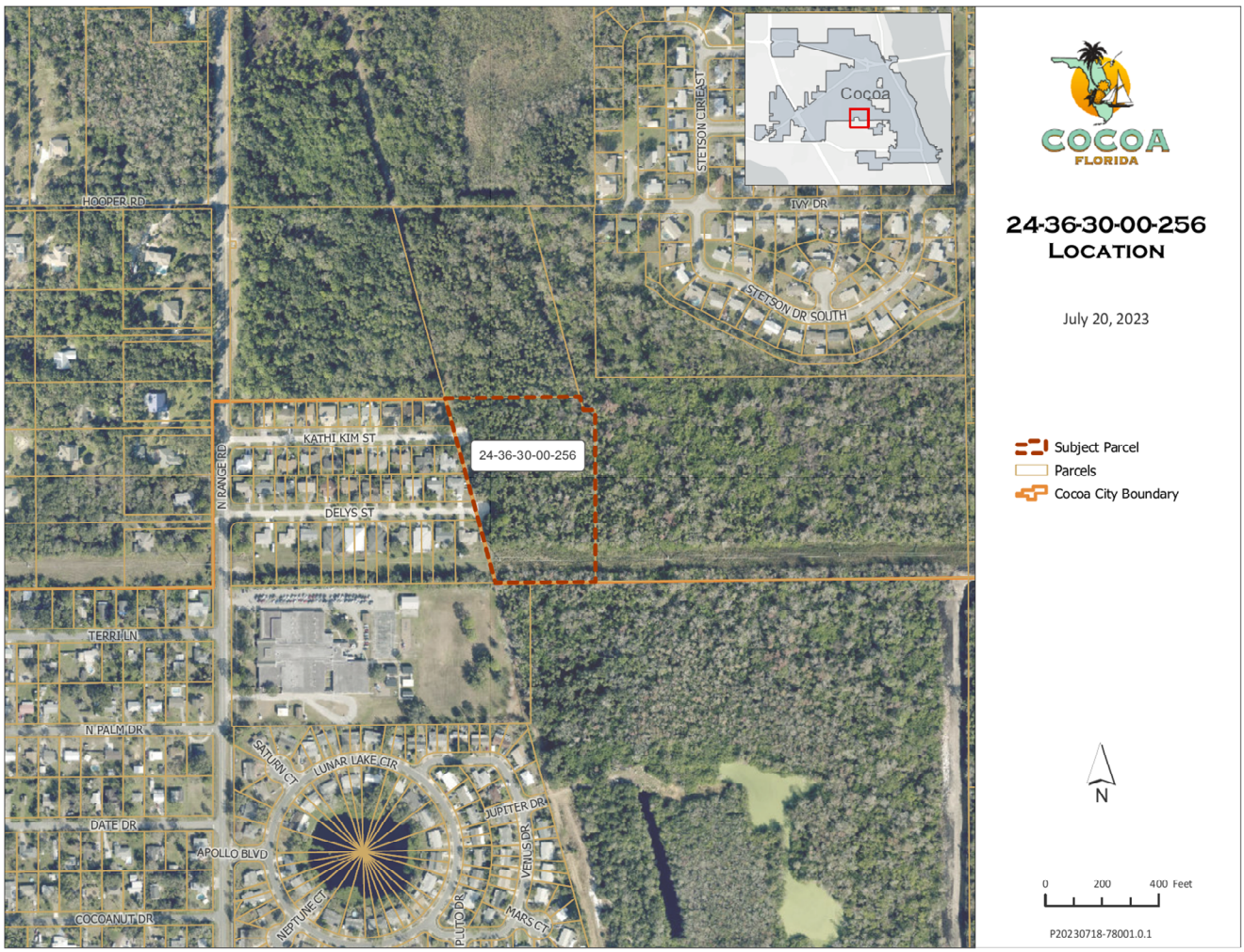
LEGAL DESCRIPTION AND DEPICTION

Legal Description of Subject Property

A parcel of land lying in the Northwest ¼ of the Northwest ¼ of Section 30, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Begin at the Northeast corner of SABAL LAKE ESTATES, UNIT ONE recorded in Plat Book 30, Page 12, of the Public Records of Brevard County, Florida; thence run South 14 degrees 45.50 feet East, along the East line of said SABAL LAKE ESTATES, UNIT ONE, a distance of 678.82 feet to the Southeast corner of said SABAL LAKE ESTATES, UNIT ONE; thence North 89 degrees 48.16 feet East, along the Easterly extension of the South line of said SABAL LAKE ESTATES, UNIT ONE, a distance of 349.51 feet to the Southeast corner of said Northwest ¼ of the Northwest ¼ of Section 30; thence North 00 degrees 19.25 feet East, along the East line of said Northwest ¼ if the Northwest ¼ of Section 30; a distance of 608.68 feet to a point on the South line of lands described in Deed Book 69, Page 62 of said Public Records; thence South 89 degrees 56.33 feet West along said South line, a distance of 40.53 feet to the Southwest corner of said lands; thence North 15 degrees 03.27 feet West, along the west line of said lands, a distance of 49.91 feet to the point of intersection with the Easterly extension of the North line of said SABAL LAKE ESTATES, UNIT ONE; thence South 89 degrees 48.16 feet West, along said Easterly extension a distance of 472.44 feet to the Point of Beginning.

Depiction of Subject Property





COCOA
FLORIDA

24-36-30-00-256
Location

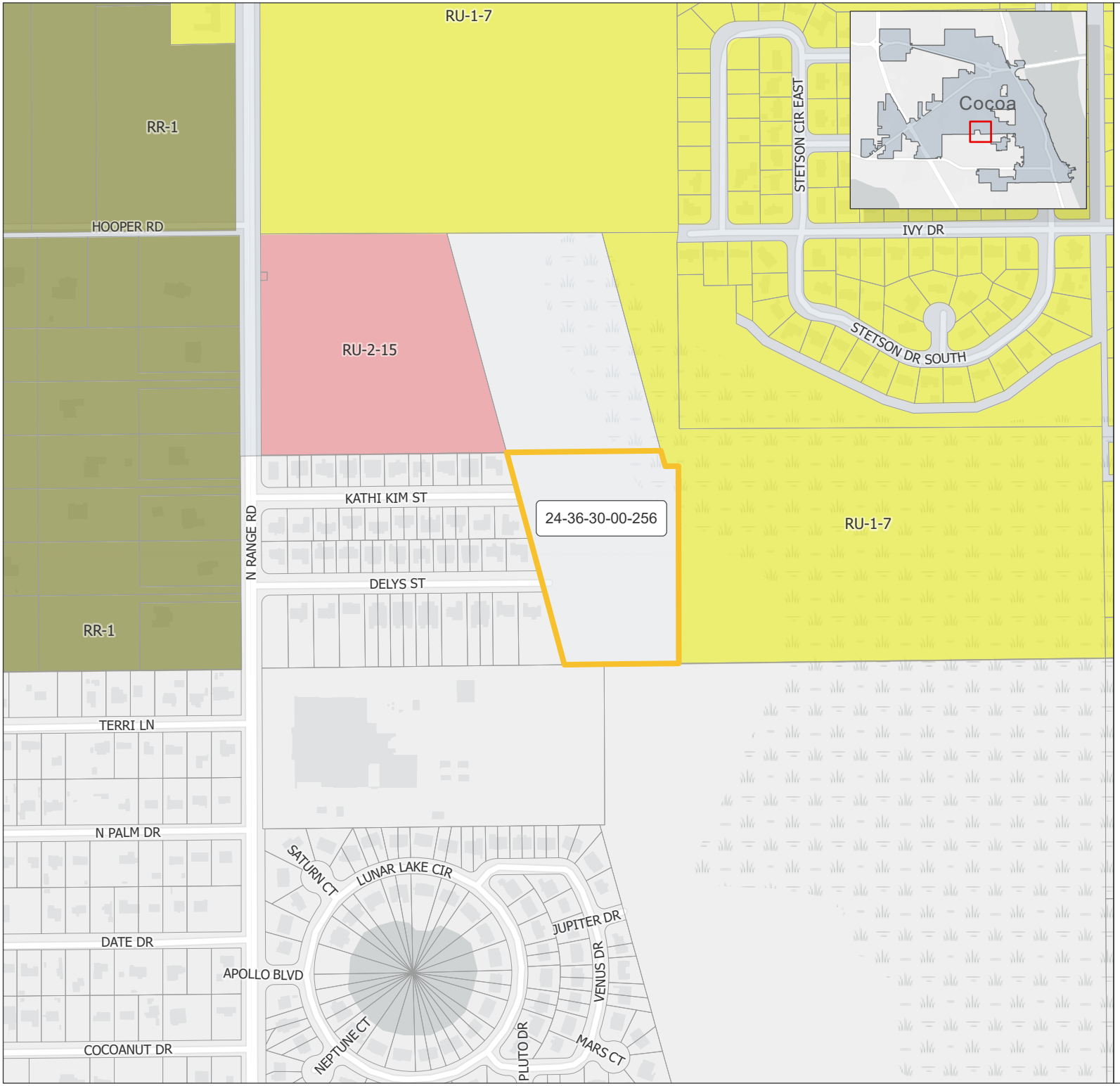
July 20, 2023

Subject Parcel
Parcels
Cocoa City Boundary

N

0 200 400 Feet

P20230718-78001.0.1



COCOA
FLORIDA

24-36-30-00-256
ZONING

July 20, 2023

Subject Parcel

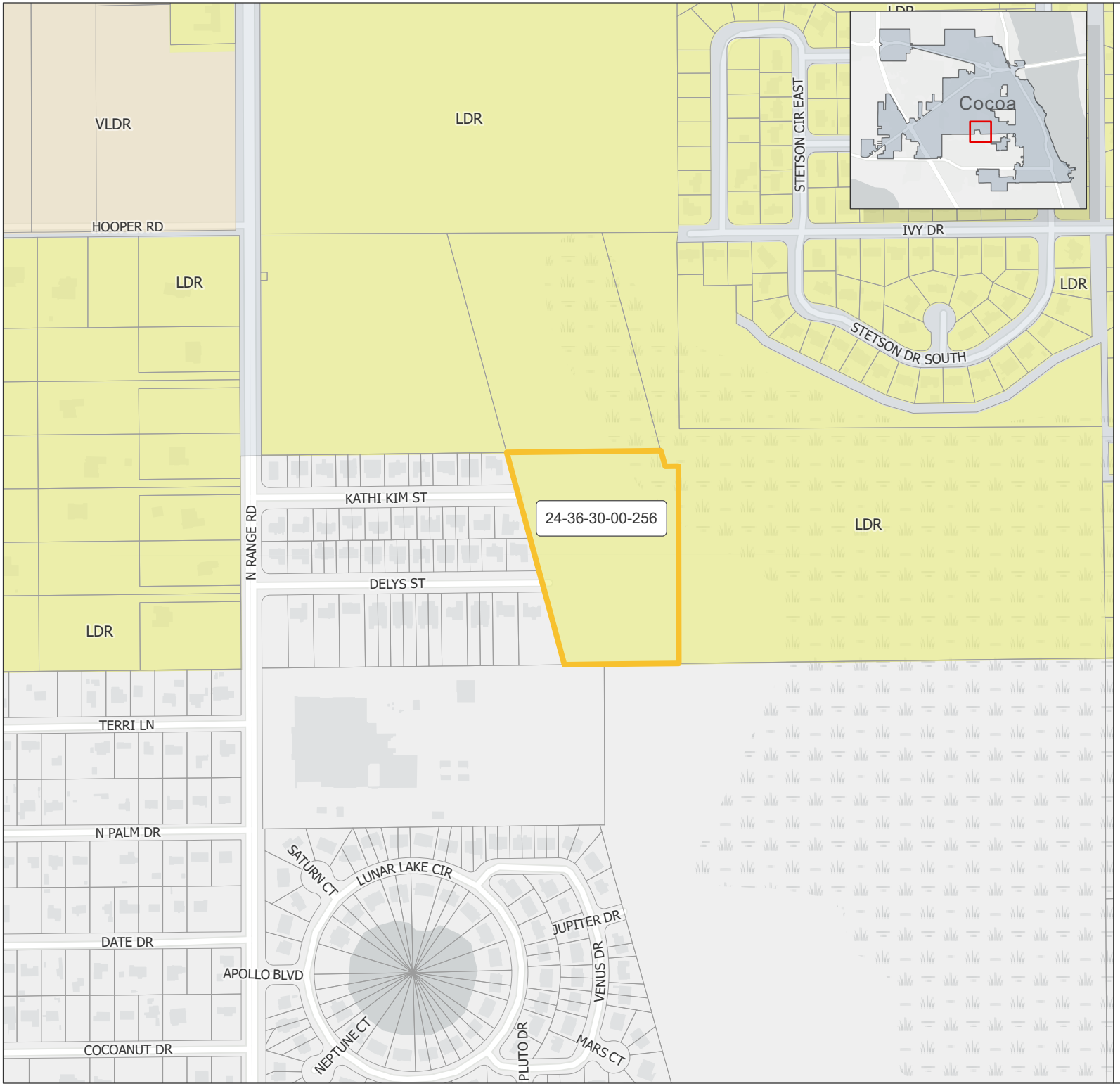
Cocoa Zoning

- RR-1- Rural Residential
- RU-1-7 - Single-Family Residential
- RU-2-15 - Multiple Family Dwelling
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230718-78001.0.2



COCOA
FLORIDA

24-36-30-00-256
Future Land Use

July 20, 2023

Subject Parcel

Future Land Use

- Very Low Density Residential
- Low Density Residential
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230718-78001.0.3

$42 → 4 acres $1648 $350 fee

Application # **PZ** - _____ - _____

Serving the Community

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** RU2-10 (County)
2. **Proposed Zoning Category:** RU2-15 (City) CAP OF 7 D.U./Acre
3. **Existing Future Land Use Category:** Residential 7
4. **Proposed Future Land Use Category (*if applicable*):** Residential 7
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): _____
   Name: James P MCKNIGHT
   Mailing Address: 1675 S Tiske Blvd C211
   City: Rockledge State: FL Zip Code: 32955
   Phone #: N/A Fax #: N/A
   Mobile #: 321-698-1317 E-mail: Jimmcknight1956@gmail.com

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

   Company (if applicable): Edita Realty, Inc.
   Name: Ralph McCoig
   Mailing Address: 1013 Rockledge Drive
   City: Rockledge State: FL Zip Code: 32955
   Phone #: 321-633-5655 Fax #: _____
   Mobile #: 321-557-4252 E-mail: mcca@bellsouth.net

7. **Property Information:**

Street Address and Location: Range Road (adjacently east of Delys Street and Kathi-Kim Street

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-30-00-256□□.□-□□□□.□□

□□-□□-□□-□□-□□□□□.□-□□□□.□□

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2423192 □□□□□□□

Land Area: 6.61 Acres ~~square feet~~ or _____ acres

Existing Use(s) on Property: vacant undeveloped

Proposed Use(s) on Property: multifamily (duplex lots)

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

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to servicedesk@brevardfl.gov and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☐ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

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

g. ☑ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☑ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☑ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners. ANNEXATION ORDINANCE

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.

a. Whether or not the proposed change is contrary to the established land use pattern.

Land Use patterns in this area is residential, both single family and multi-family. Therefore the request is consistent with the Future Land Use Designation of RES 7 and the Comprehensive Plan.

b. Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.

The property has not received City of Cocoa Zoning though annexed in 2018. It is currently zoned RU-2-10 (County) and surrounding properties are single family and multi family, so this is not isolated as requested, but is rather consistent with the character of the area

c. Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

The proposed zoning is limited to seven dwelling units per acre; however, a significant portion of the property is wetlands, thereby limiting density by virtue of only building on the uplands. The property is currently served by two public streets that are cul-de-sacs that actually encroach on the property. There are no concurrency issues as to schools, transportation or utilities.

d. Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

This parcel is 6.61 acres and surrounded by residential properties, both developed and undeveloped. District boundaries are correct – this is not a zoning change but a post annexation / comprehensive plan zoning designation

e. Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.

Again, the property is designated as RU-2-10 with County Zoning Map. This will actually down zone the property with a maximum density of 7 units per acre. Not an adverse impact on the Comprehensive Plan

f. Whether or not changed or changing conditions make the passage of the proposed amendment necessary.

Property is in need of designation as City of Cocoa zoning has never been assigned to property

g. **Whether or not the proposed change will adversely influence living conditions in the neighborhood.**

Proposal for multi-family (duplexes) is consistent with the residential character of the area.

h. **Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

Proposal for duplex lots will have minimal impact on two residential streets (Delys and Kathi-Kim). Main roadway is Range Road and currently has no capacity issues.

i. **Whether or not the proposed change will create a drainage problem.**

Property has wetlands on east side and will be left in current pristine condition. Development will require stormwater plan when plat is submitted for duplex lots.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

The proposal is for residential units, most likely one or two story units. Therefore, it should have no impact on light access or the flow of air.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

The proposal for residential units is consistent with the existing area, therefore it will have no negative impact on neighboring areas, but probably will enhance values with new construction

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Adjacent property (developed) is single and two family structures under County regulations. All structures will comply with City of Cocoa Zoning and Building regulations.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

The property has not been zoned since annexation (Ordinance attached). The zoning requested is consistent with the Comprehensive Plan and the Future Land Use Map.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Property cannot be developed under County regulations which are not in compliance with City of Cocoa Zoning and Comprehensive Plan requirements. As it stands, no zoning on property currently.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

This is a subjective question but the plan for duplex development is consistent with the adjoining neighborhood to the west.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

The property requires a Zoning designation so this does not apply.

19. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, James P McKnight being first duly sworn, depose and say that:

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

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

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

James P McKnight
(APPLICANT SIGNATURE)

Karla S. Gwinn
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Notary Public State of Florida
Karla S Gwinn
My Commission GG 926274
Expires 11/11/2023

Type of I.D. Produced _____

Karla S Gwinn
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 15th day of June, 2023

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

CFN 2016068482, OR BK 7591 Page 503, Recorded 04/13/2016 at 11:59 AM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

Prepared By and Return To:
Ralph J. McCoig
1037 Pathfinder Way Ste. 140
Rockledge, FL 32955

Parcel ID No: 24-36-30-00-256

QUIT CLAIM DEED

Made this 1st day of April, 2016 by Summerley Properties LLC and Ralph J. McCoig, hereinafter called the grantor, to EDITA REALTY, INC. whose post office address is 1037 Pathfinder Way, Suite 140, Rockledge, FL 32955, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, Legal representatives, and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth, that the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim to the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situated in Brevard County, Florida, viz:

Part Of S 657.01 Ft Of NW 1/4 Of Nw 1/4 As Des In Orb 2425 Pg 2129 according to the Plat thereof, as recorded in Plat Book 30 Page(s) 12, of the Public Records of Brevard County, Florida.

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither the Grantor or any members of the household of Grantor reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed and sealed in our presence:

Witness: Ann N. Padlein
Printed Name: Ann N. Padlein
Witness: Margaret B. Clark
Printed Name: MARGARET B. CLARK

Grantor: _____

State of Florida
County of Brevard
The foregoing instrument was acknowledged before me this 1st day of April, 2016, by Ralph McCoig, who is personally known to me or has produced _____ as identification.

KARLA S GWINN
MY COMMISSION # FF935503
EXPIRES November 11, 2019
(407) 398-0153 FloridaNotaryService.com

Karla S Gwinn
Notary Public
Print Name: Karla S Gwinn
My Commission Expires: 11/11/2019

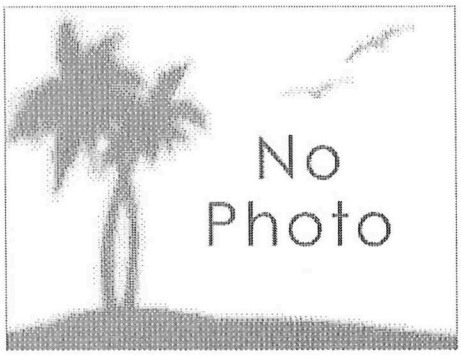
Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

PROPERTY DETAILS

Account	2423192
Owners	EDITA REALTY INC
Mailing Address	1013 ROCKLEDGE DR ROCKLEDGE FL 32955
Site Address	NONE
Parcel ID	24-36-30-00-256
Property Use	9908 - VACANT RESIDENTIAL LAND (MULTI-FAMILY, UNPLATTED)
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	6.61
Subdivision	--
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Land Description	PART OF S 657.01 FT OF NW 1/4 OF NW 1/4 AS DES IN ORB 2425 PG 2129 EX PB 30 PG 12



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$24,160	$21,380	$21,380
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$23,510	$21,380	$21,380
Assessed Value School	$24,160	$21,380	$21,380
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$23,510	$21,380	$21,380
Taxable Value School	$24,160	$21,380	$21,380

SALES/TRANSFERS

Date	Price	Type	Instrument
04/01/2016	--	QC	7591/0503
01/28/2010	--	QC	6107/1774
01/12/2010	--	QC	6097/1008
12/02/2004	$131,000	WD	5396/2637
04/22/1983	$116,800	WD	2425/2129

No Data Found

Generated on 6/12/2023 2:41:03 PM

EDITA REALTY INC.

1037 Pathfinder Way
Suite 140
Rockledge, Florida
32955
321-633-5655

AUTHORIZATION TO ACT ON BEHALF OF OWNER

I, Ralph Mccoig being the owner of Edita Realty, Inc.

Authorize James McKnight to act on my behalf which may include, representing me in Public Hearings before Brevard County pertaining to the submittal of the attached application.

- ☐ Comprehensive Plan Amendment
- ☐ Rezoning
- ☐ Variance
- ☐ Administrative Action
- ☐ Development Plan

Ralph Edita Realty, Inc. — President

Signature — Title

State Of Florida

County Of Brevard

The foregoing instrument was acknowledged before me this 8th day of August 2022

By Ralph McCoig who is personally known to me or has produced _____

As identification and who did (did not) take an oath.

Karla S Gwinn
Signature of Notary Public

Notary Public State of Florida
Karla S Gwinn
My Commission GG 926274
Expires 11/11/2023

11/11/2023
Commission Expires

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 08, 2022
Secretary of State
8873561088CC

DOCUMENT# P00000042436

Entity Name: EDITA REALTY, INC.

Current Principal Place of Business:

1037 PATHFINDER WAY
SUITE 140
ROCKLEDGE, FL 32955

Current Mailing Address:

1037 PATHFINDER WAY
SUITE 140
ROCKLEDGE, FL 32955

FEI Number: 59-3643670

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MCCOIG, RALPH
1037 PATHFINDER WAY
SUITE 140
ROCKLEDGE, FL 32955 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

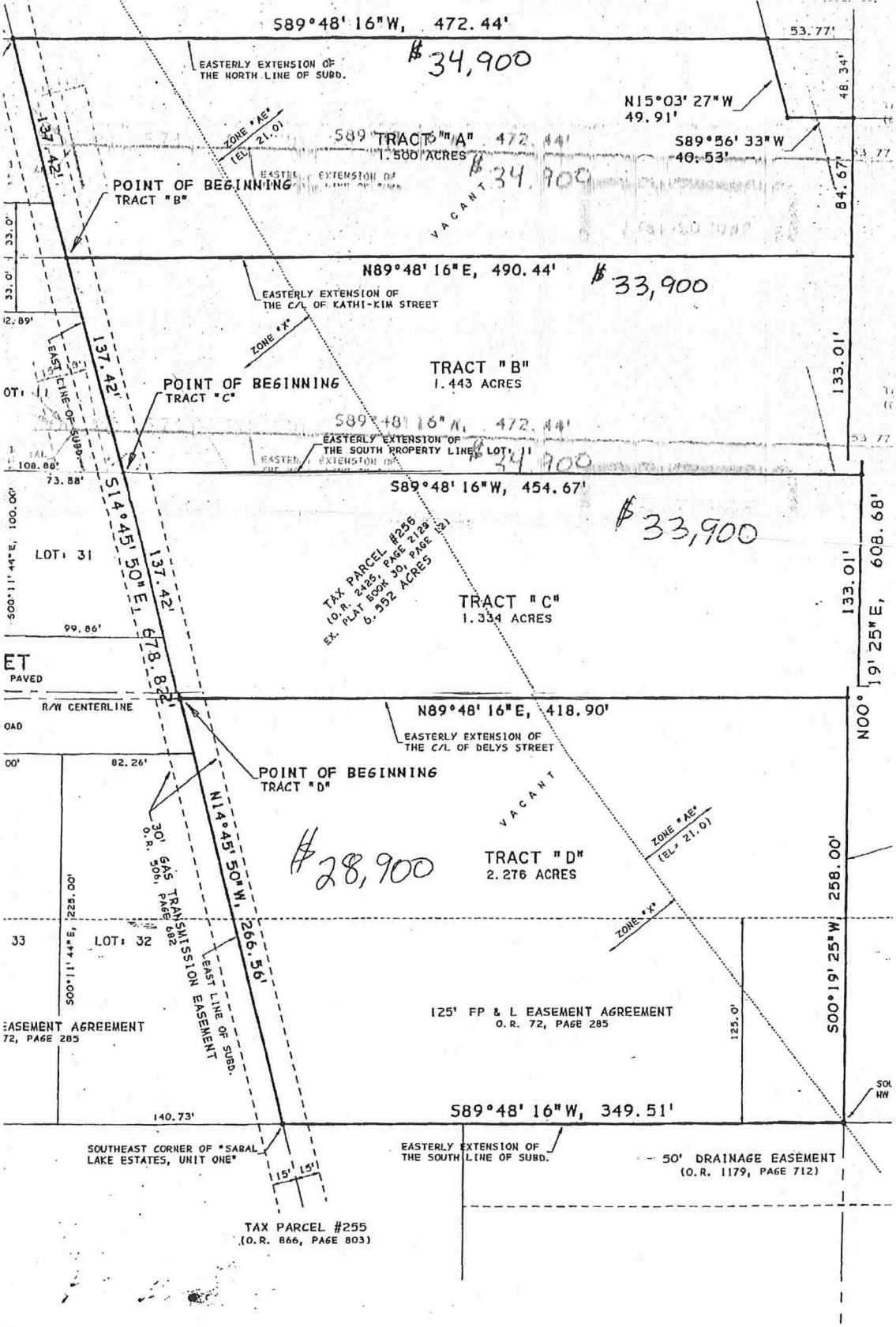
Officer/Director Detail :

Title	D
Name	MCCOIG, RALPH
Address	1037 PATHFINDER WAY, SUITE 140
City-State-Zip:	ROCKLEDGE FL 32955

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: RALPH MCCOIG PRESIDENT 02/08/2022

Electronic Signature of Signing Officer/Director Detail — Date

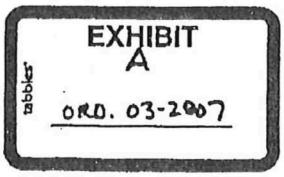


SURVEY – Tracts A, B, C, D

LEGAL DESCRIPTION FOR ANNEXATION INTO THE CITY OF COCOA, FLORIDA

A parcel of land lying in the Northwest ¼ of the Northwest ¼ of Section 30, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Begin at the Northeast corner of SABAL LAKE ESTATES, UNIT ONE recorded in Plat Book 30, Page 12, of the Public Records of Brevard County, Florida; thence run South 14 degrees 45.50 feet East, along the East line of said SABAL LAKE ESTATES, UNIT ONE, a distance of 678.82 feet to the Southeast corner of said SABAL LAKE ESTATES, UNIT ONE; thence North 89 degrees 48.16 feet East, along the Easterly extension of the South line of said SABAL LAKE ESTATES, UNIT ONE, a distance of 349.51 feet to the Southeast corner of said Northwest ¼ of the Northwest ¼ of Section 30; thence North 00 degrees 19.25 feet East, along the East line of said Northwest ¼ if the Northwest ¼ of Section 30; a distance of 608.68 feet to a point on the South line of lands described in Deed Book 69, Page 62 of said Public Records; thence South 89 degrees 56.33 feet West along said South line, a distance of 40.53 feet to the Southwest corner of said lands; thence North 15 degrees 03.27 feet West, along the west line of said lands, a distance of 49.91 feet to the point of intersection with the Easterly extension of the North line of said SABAL LAKE ESTATES, UNIT ONE; thence South 89 degrees 48.16 feet West, along said Easterly extension a distance of 472.44 feet to the Point of Beginning.



Annexation Ordinance

CFN 07026990, OR BK 5744 Page 3859, Recorded 01/30/2007 at 02:57 PM, Scott Ellis Clerk of Courts, Brevard County

Prepared by & Return to:
Joan Clark, City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa, FL 32922

5

ORDINANCE NO. 03-2007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING APPROXIMATELY 6.56 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF RANGE ROAD AND EAST OF KATHI-KIM AND DELYS STREETS; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, does not have any registered electors, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, Ralph McCoig and Summerley Properties, LLC has petitioned the City of Cocoa for annexation of a parcel of land identified by Brevard County Parcel Identification Number 24-36-30-00-00256.0-0000.00; and

WHEREAS, the City Council has determined that the annexation of the subject area has met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

OR BK 5744 PG 3812

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Cocoa Comprehensive Plan, Charter, and City Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Cocoa, the City Council of the City of Cocoa desires to annex the real property generally described below into the municipal boundaries of the City of Cocoa; and

OR BK 5744 PG 3812

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Cocoa, contained in Cocoa Charter, Article 1, Section 1, shall be redefined to include the subject real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Cocoa, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit "B". The real property shall be known as existing within the boundaries of the City of Cocoa, Florida, from the effective date of this ordinance.

Section 2. City Boundaries Redefined; Cocoa Charter Amended. Pursuant to Section 166.031(3), Florida Statutes, and Section 171.091, Florida Statutes, the City of Cocoa Charter, Article 1, Section 1, is hereby amended to redefine the corporate boundaries of the City of Cocoa to include real property described in Section 1 of this Ordinance. The City Clerk shall file the revised Cocoa Charter, Article 1, Section 1, with the Department of State within thirty (30) days of the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 4. Severability. Should any section or provision of this Ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of January, 2007.

Michael C. Blake, Mayor

ATTEST

Joan Clark, City Clerk

First Reading: January 9, 2007
Second Reading: January 23, 2007
Effective Date: January 23, 2007

LEGAL DESCRIPTION FOR ANNEXATION INTO THE CITY OF COCOA, FLORIDA

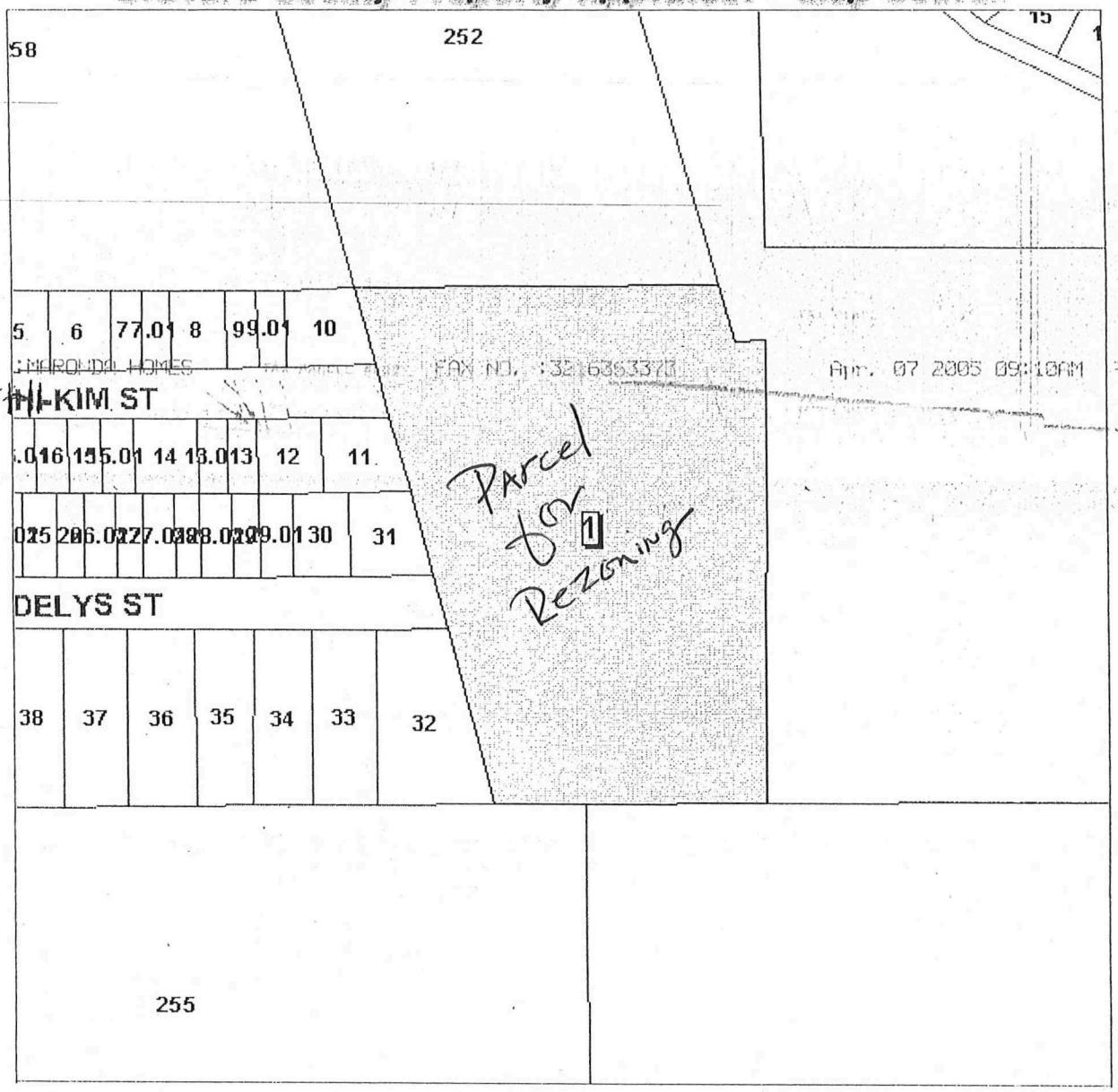
A parcel of land lying in the Northwest ¼ of the Northwest ¼ of Section 30, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Begin at the Northeast corner of SABAL LAKE ESTATES, UNIT ONE recorded in Plat Book 30, Page 12, of the Public Records of Brevard County, Florida; thence run South 14 degrees 45.50 feet East, along the East line of said SABAL LAKE ESTATES, UNIT ONE, a distance of 678.82 feet to the Southeast corner of said SABAL LAKE ESTATES, UNIT ONE; thence North 89 degrees 48.16 feet East, along the Easterly extension of the South line of said SABAL LAKE ESTATES, UNIT ONE, a distance of 349.51 feet to the Southeast corner of said Northwest ¼ of the Northwest ¼ of Section 30; thence North 00 degrees 19.25 feet East, along the East line of said Northwest ¼ if the Northwest ¼ of Section 30; a distance of 608.68 feet to a point on the South line of lands described in Deed Book 69, Page 62 of said Public Records; thence South 89 degrees 56.33 feet West along said South line, a distance of 40.53 feet to the Southwest corner of said lands; thence North 15 degrees 03.27 feet West, along the west line of said lands, a distance of 49.91 feet to the point of intersection with the Easterly extension of the North line of said SABAL LAKE ESTATES, UNIT ONE; thence South 89 degrees 48.16 feet West, along said Easterly extension a distance of 472.44 feet to the Point of Beginning.

EXHIBIT
A

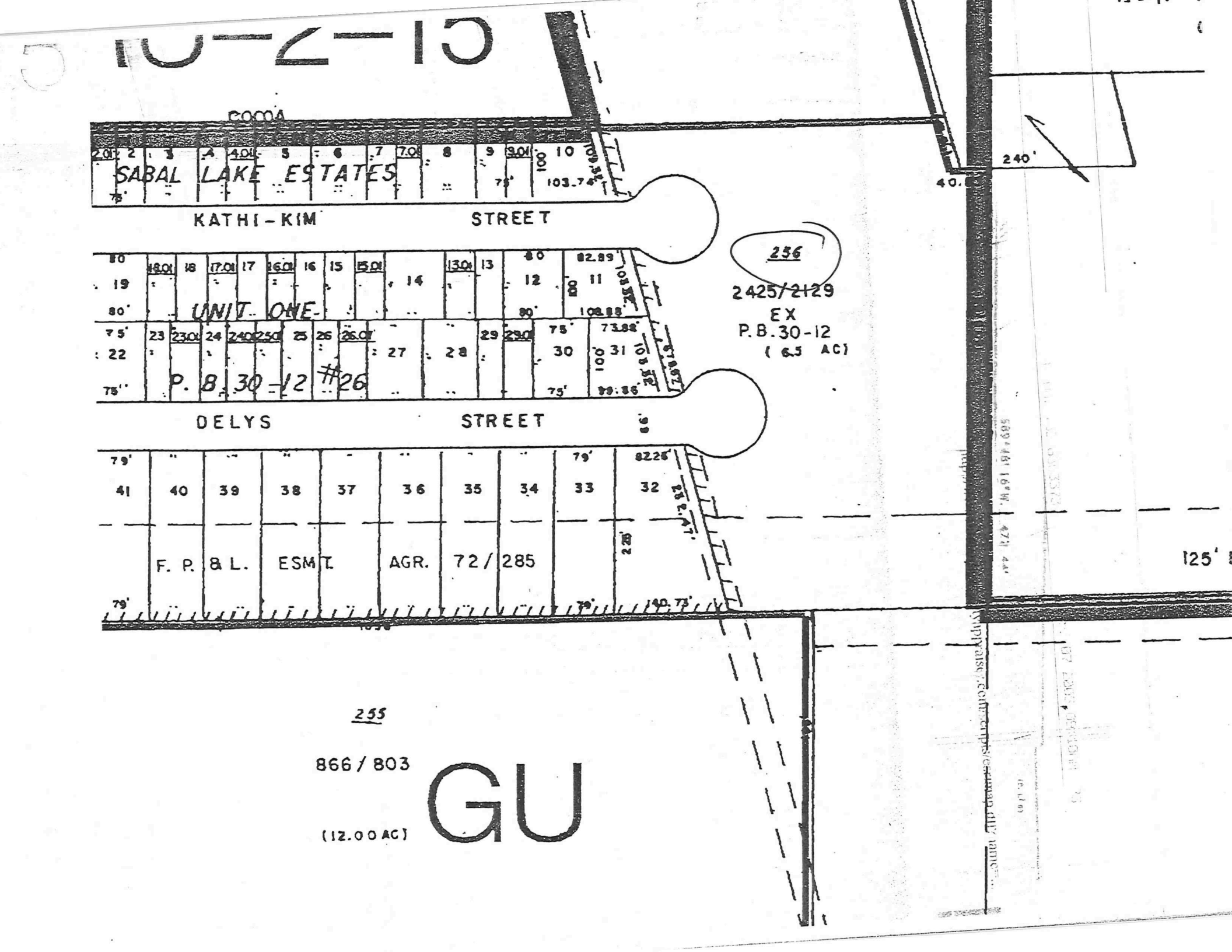
Legend
City of Cocoa
Brevard County
Subject Property
Adjacent Annexation
EXETER DR
ROLLINS DR
COOPER DR
STETSON CIR E
IVY DR
STETSON CT
STETSON DR
STETSON CIR W
KATHI-KIM ST
DELYS ST
LUNAR LAKE CIR
SATURN CT
RANGE RD N

Brevard County Property Appraiser - Map Search

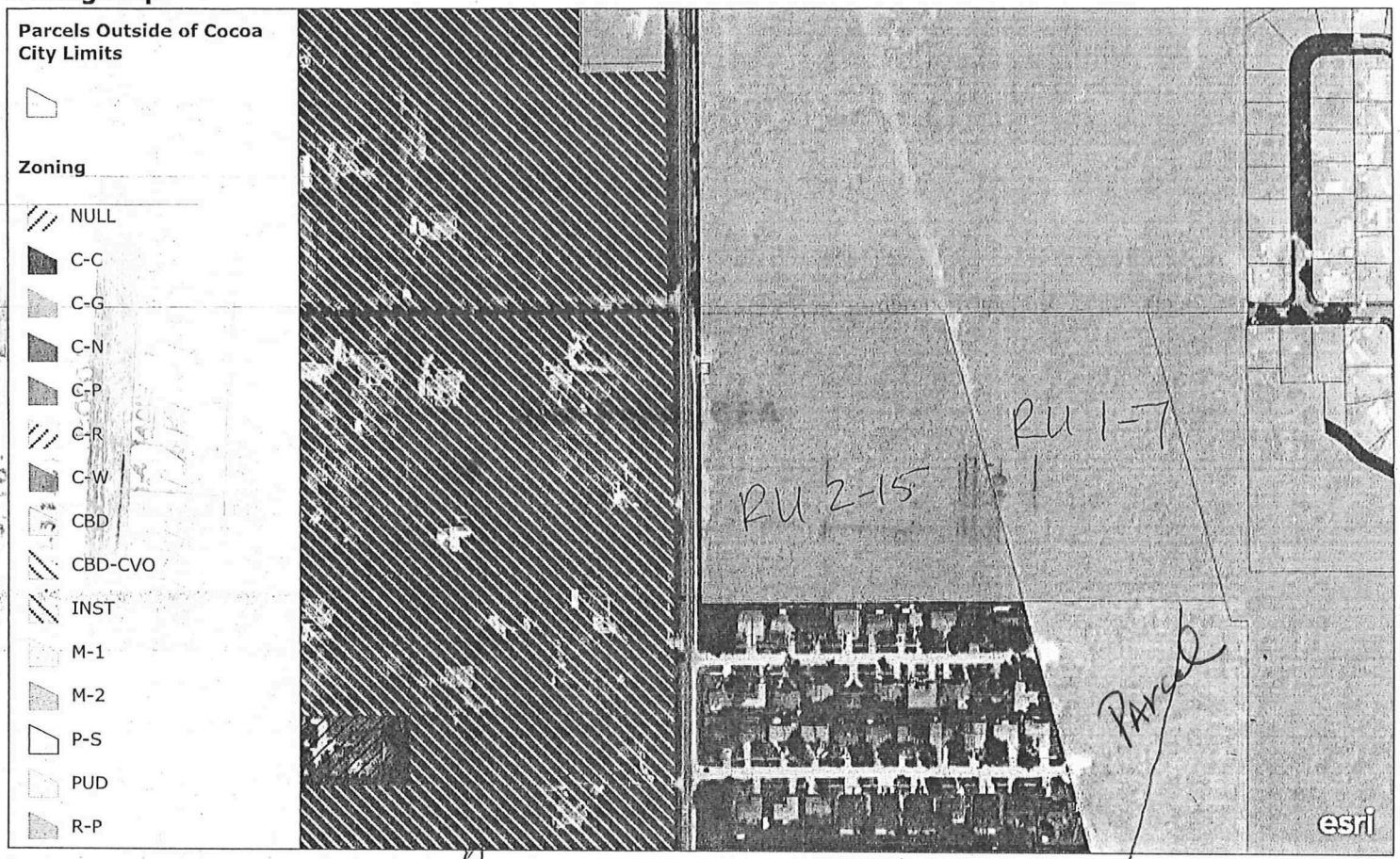


3

5/3/2005 3:41 PM


10-2-15
COMA
SABAL LAKE ESTATES
KATHI-KIM STREET
UNIT ONE
P. B. 30-12 #26
DELYS STREET
256
2425/2129
EX
P.B. 30-12
(6.5 AC)
F. P. & L. ESMT.
AGR.
72/285
255
866/803
(12.00 AC)
GU
240'
125'

Zoning Map



City of Cocoa Zoning within a defined sphere. This map displays four layers: Parcels, defined by the area sphere, the area sphere, zoning within Cocoa City Limits and Cocoa City Limits. The basemap is from open street maps.

State of Florida, USDA FSA, DigitalGlobe, GeoEye

~~RU 2-15~~
RR 1

(1) Rezone to single family
(2) Subdivision plat - pre + final
(3) Building permits

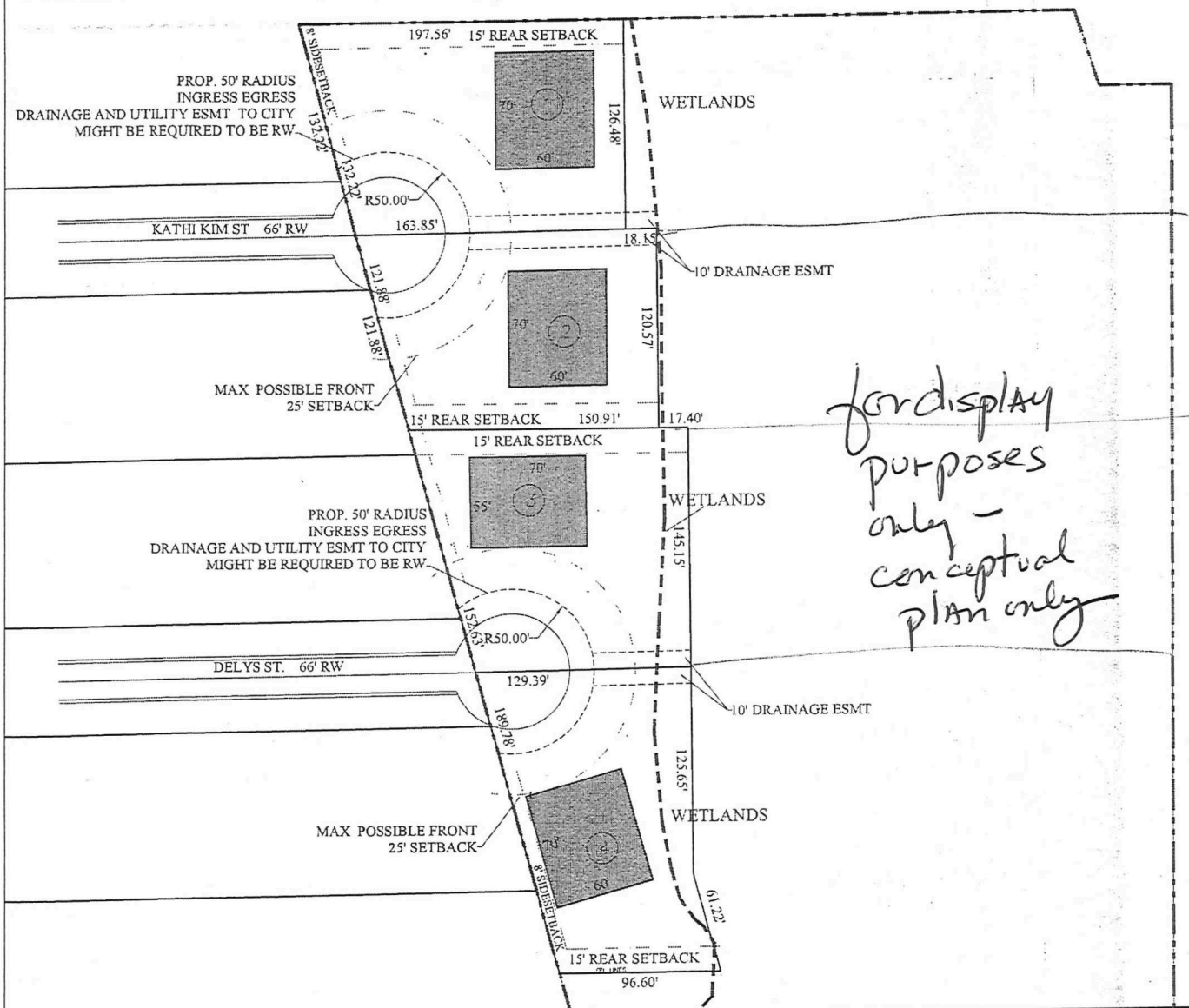
(1) Rezone
done

- RU-1-7 - Basic Zoning

some with townhouses

- Rick will investigate a RU-1-10

(2) Need to be rezoned Cocoa RU 2-1 for duplex up to



for display purposes only - conceptual plan only

allows

FUTURE LANE USE
LOW DENSITY RESIDENTIAL

ZONING: RU-1-7 , MIGHT NEED TO BE REZONE
CITY ZONING MAP SEEMS TO SHOW NO ZONIN

MIN. LOT WIDTH 75'
MIN. LOT DEPTH 100'
SETBACKS:
FRONT: 25'
SIDE. 8'
REAR: 15'

NOTE THAT THE CITY MAY NOT CONSIDER THI
AS LEGAL LOTS SINCE THEY DO NOT HAVE THI
MINIMUM ~~75'~~ OF FRONTAGE ON A ROAD RW

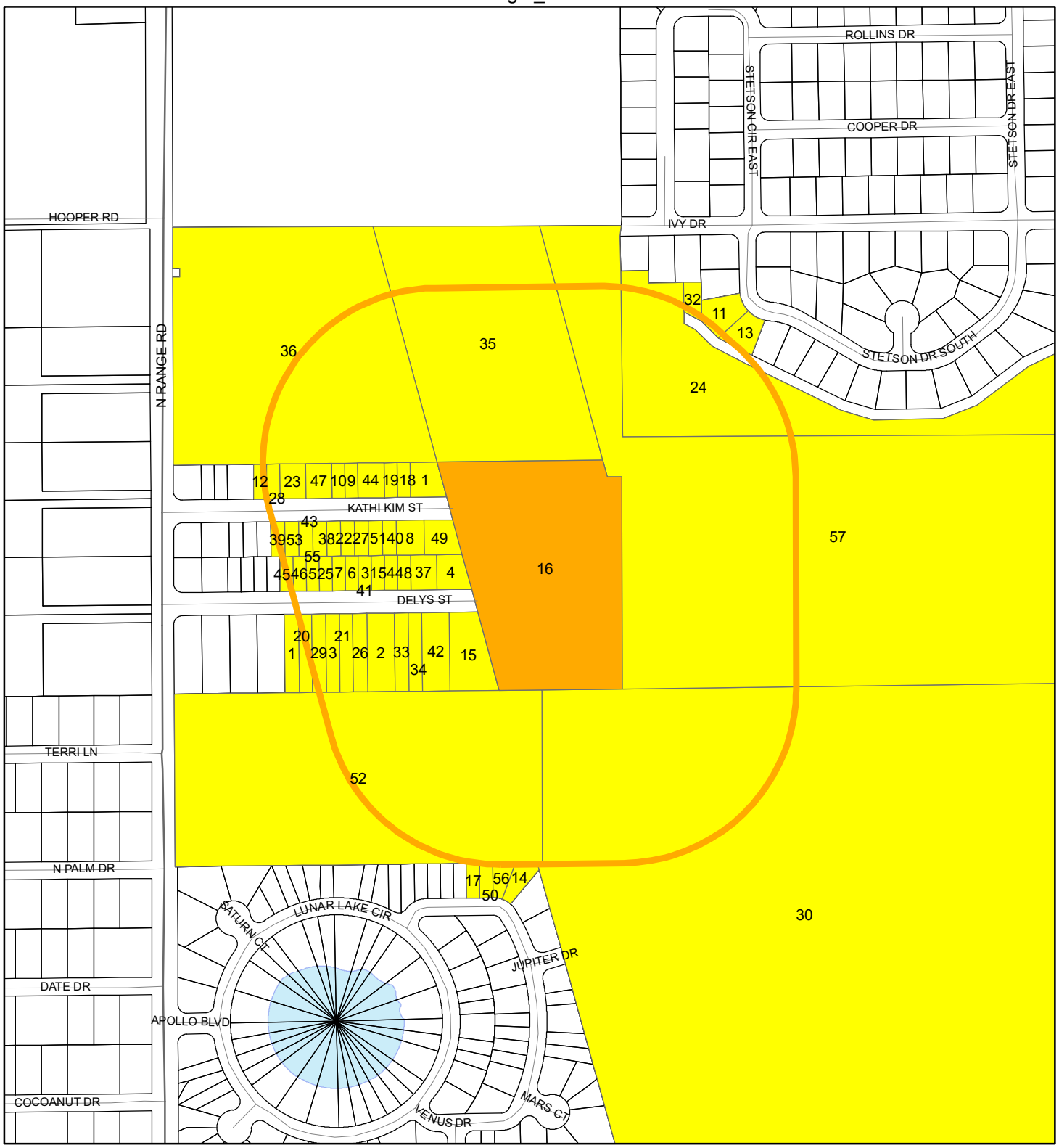
TO DO THAT YOU MIGHT HAVE TO DEDICATE
50' RADIUM CUL DE SAC ROAD RW WHERE THE
50' EASEMENT IS SHOWN

DRAWN: R. KORN REVIEW: R. KORN CHECKED: R. KORN APPROVED: P.C.	11-6-18	R.K. ENGINEERING AND ASSOCIATES OF BREVARD, INC. CONSULTING ENGINEERING AND LAND PLANNING 3206 S. HOPKINS AVE., UNIT 70 TITUSVILLE, FLORIDA 32780 CA #27334 PHONE: (321) 544-7486 EMAIL: rick@rkcivildesign.com	KATHI KIM ST AND DELYS ST. COCOA, FL	CONCEPUTAL LOT LAYOUT

- Presently zoned - RE - Resident Estate
- Land is in City of Cocoa

RADIUS MAP

EDITA REALTY INC
McKnight_2423192



N
W E
S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 6/12/2023

- Buffer
- Subject Property
- Notify Property
- Parcels

AUSTIN, DOUGLAS F
AUSTIN, KIMBERLY L
2425 DELYS STREET
COCOA FL 32926-

BAGNELL, KELLY
2441 DELYS ST
COCOA FL 32926-5374

BATES, BRANDON JOSHUA
RIVERA, JESSICA
2402 DELYS ST
COCOA FL 32926-5349

BENTON, JODY JAKES
BENTON, BILLY E JR
4108 13TH AVE S
GREAT FALLS MT 59405-8027

BERRY, BONNIE J
2434 DELYS ST
COCOA FL 32926-

BLACKMON, ARIELUS T
2436 DELYS ST
COCOA FL 32926-5349

BURKES, TAMARA S
2411 KATHI-KIM ST
COCOA FL 32926-

CAULKINS, DANIEL A
1464 WELLINGTON CIR
ROCKLEDGE FL 32955-4321

CAULKINS, DELMAR E
CAULKINS, DONNA R
2430 KATHI KIM ST
COCOA FL 32926-5347

CHAMBERLAIN, HENRY A
CHAMBERLAIN, JESSIE W
1361 S STETSON DR
COCOA FL 32922-5461

CHAMBLISS, WALTER
2454 KATHI KIM ST
COCOA FL 32926-5372

COLLINS, ZANETTA
1357 S STETSON DR
COCOA FL 32922-5461

DAVIS, MELDRICK
719 VENUS DR
COCOA FL 32926-5336

DRIGGERS, CODY ALAN
2401 DELYS ST
COCOA FL 32926-5373

EDITA REALTY INC
1013 ROCKLEDGE DR
ROCKLEDGE FL 32955-2900

FITZ, MARK W
FITZ, KIMBERLY G
1800 OAK DR N
ROCKLEDGE FL 32955-

FORESTER, GLENN
KNOWLES, BRIGITTE
5527 COUNTY RD 121
FT PAYNE AL 35968-

FORESTER, GLENN E
KNOWLES, BRIGITTE K
4005 NATURE LN
COCOA FL 32926-3552

GATELL, DAGMAR
2449 DELYS ST
COCOA FL 32926-5374

GAULDEN, LEONARD
2435 DELYS ST
COCOA FL 32926-5373

GLORIA SMITH HANNAFORD REVOCABLE TRUST
2429 KATHI KIM ST, UNIT W
COCOA FL 32926-5371

GOULD, GREGORY M
2444 -2446 KATHI-KIM ST
COCOA FL 32926-

GRANT, ROBERT D,JR
375 W VENETIAN CT
MERRITT ISLAND FL 32953-4140

GRETH, HOLLY ANN
3249 KENNESAW CT
ORLANDO FL 32826-3552

HENDERSON, PAMELA
2433 DELYS ST
COCOA FL 32926-5373

HOFFMAN, REBECCA LYNNE
2427 KATHI KIM ST
COCOA FL 32926-5371

HOFFMAN, SARAH
TIDD, BRENDAN
2452 KATHI KIM ST
COCOA FL 32926-5372

JAGEL, F KEITH
JAGEL, KIM
2443 DELYS ST
COCOA FL 32926-5374

JAMES L ZUHLKE & CLAIRE A
ZUHLKE REVOCABLE LIVING TRUST
PO BOX 237657
COCOA FL 32923-7657

JAMES, SHARDAE DANYEAL
2426 DELYS ST
COCOA FL 32926-5349

JOHNSTON, ROBERT STANLEY
JOHNSTON, GUINDOLA
860 POINSETTIA AVE
TITUSVILLE FL 32796-3788

JONES, WILLIE
2419 DELYS ST
COCOA FL 32926-5373

JORDAN, MICHAEL DAVID
2417 DELYS STREET
COCOA FL 32926-

KARALI ASSOCIATES LLC
2642 FAKNLAKE TR
ORLANDO FL 32828-

KARALI ASSOCIATES LLC
2642 FAWNLAKE TR
ORLANDO FL 32828-

LACEY, TABETHA
LACEY, DENNIS
2410 DELYS ST
COCOA FL 32926-5349

LATTKE, HILDA S
1346 NELSON CT
ROCKLEDGE FL 32955-5103

MC COY, CHARLENE D
2451 KATHI-KIM ST
COCOA FL 32926-

MCGARITY, DONNIVAN
2419 KATHI KIM ST
COCOA FL 32926-5371

MCGHEE, LILLIE D
MCGHEE, KENNETH B
2428 DELYS ST
COCOA FL 32926-5349

MENENDEZ-BARRERA, MARINA I
2409 DELYS ST
COCOA FL 32926-5373

MUHSHNA, SHAFIQUIL
2437 KATHI KIM ST
COCOA FL 32926-5371

NESMITH, ROBERT
NESMITH, ALICIA
2420 KATHI KIM ST
COCOA FL 32926-5347

PALMER, VICTORIA M
3205 NOTTINGHAM LN
COCOA FL 32926-6609

PALMER, VICTORIA MARIE
3205 NOTTINGHAM LN
COCOA FL 32926-6609

PARKER, MARY P
2436 KATHI KIM ST
COCOA FL 32926-5347

REID, ERIC M
REID, TAMBRA S
1900 WORCHESTER WAY
MERRITT ISLAND FL 32953-2622

RIDOLF, CYNTHIA
2403 KATHI KIM ST
COCOA FL 32926-5371

ROMERO, ESTEBAN JOSE
CERPA, LAURA
110 ISLAND BEACH BLVD
MERRITT ISLAND FL 32952-5016

S FISKE BLVD LAND TRUST
125 E MERRITT ISLAND CSWY,
107-127
MERRITT ISLAND FL 32952-3699

SCHOOL BOARD OF BREVARD COUNTY FL
#1131 SATURN ELEMENTARY ATTN:
ACCOUNTS P
2700 JUDGE FRAN JAMIESON WAY
VIERA FL 32940-6699

SIMMONS, SHAUNI
BATTLE, FRED,III
2445 KATHI KIM ST
COCOA FL 32926-5348

SMITH, HELLEN J
2420 DELYS ST
COCOA FL 32926-5349

THAKKAR, VASANT K
THAKKAR, GITA V TRUSTEES
3805 STARLIGHT AVE
MERRITT ISLAND FL 32953-8044

WILSON, PENNY L
717 VENUS DR
COCOA FL 32926-

YODER, TAD EDWARD
6206 RIVERWALK LN, UNIT 1
JUPITER FL 33458-7907

PAGE 1 OF 1

TYPE OF SURVEY:

☐ BOUNDARY ■ CONSTRUCTION ☐ CONDOMINIUM
☐ ALTA/NSPS ☐ TOPOGRAPHIC ☐ SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

PURCHASE/REFINANCE BOUNDARY SURVEY

BEARING REFERENCE:

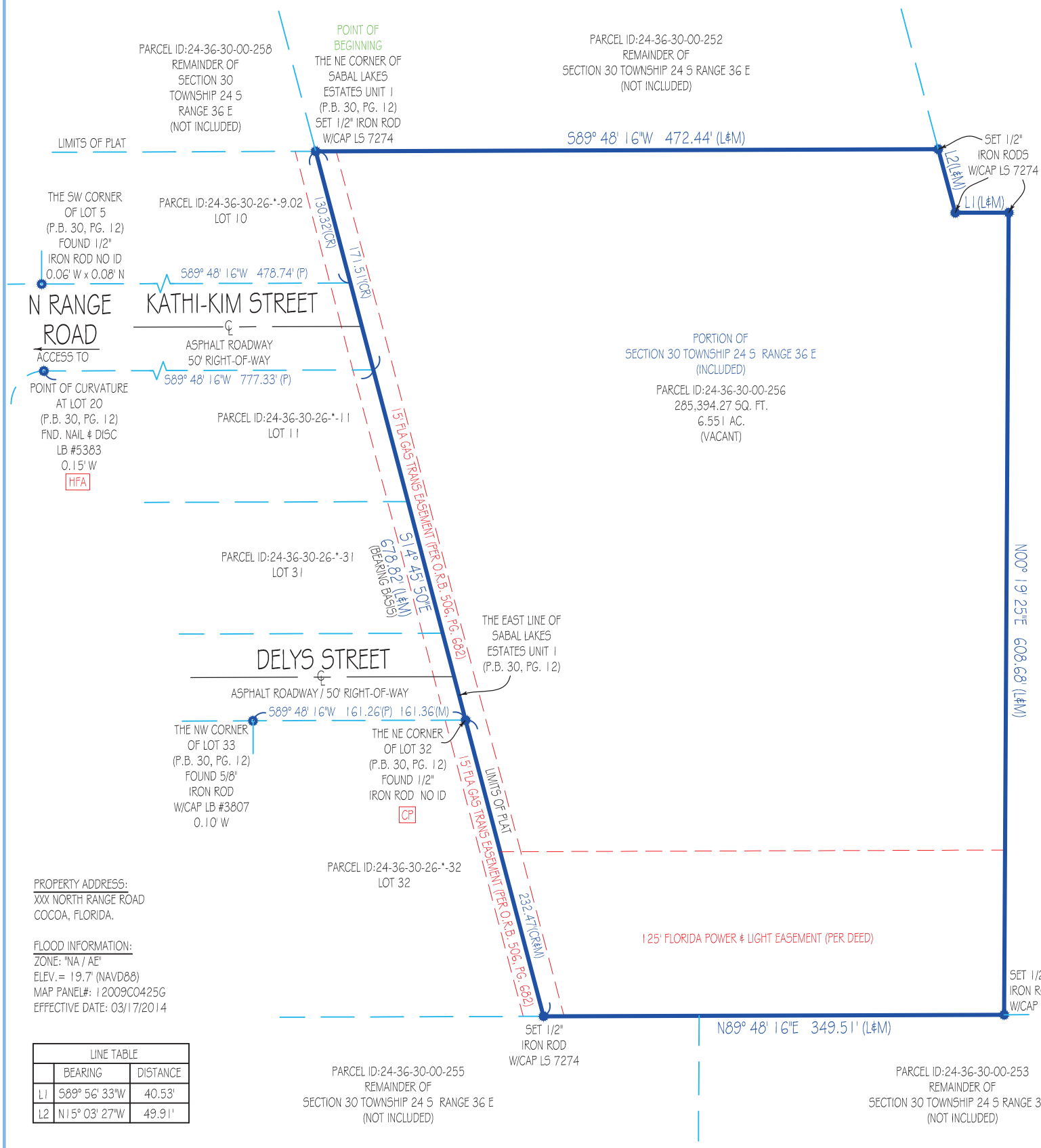
THE EAST LINE OF SABAL LAKES ESTATES UNT 1 AS S 14°45'50" E
AS REFERENCED IN SUBJECT PROPERTY LEGAL DESCRIPTION.
ALL BEARINGS SHOWN HEREON REFERENCED THERETO.

SCALE:1"=100'

CERTIFIED TO
RALPH MCCOIG



AERIAL PHOTOGRAPH
(MAY NOT SHOW LATEST IMPROVEMENTS)
(NOT-TO-SCALE)



LEGAL DESCRIPTION:
A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGIN AT THE NORTHEAST CORNER OF "SABAL LAKES ESTATES, UNIT ONE", RECORDED IN PLAT BOOK 30, PAGE 12 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S. 14 DEGREES 45'50"E., ALONG THE EAST LINE OF SAID "SABAL LAKES ESTATES, UNIT ONE", A DISTANCE OF 678.82 FEET TO THE SOUTHEAST CORNER OF SAID "SABAL LAKE ESTATES, UNIT ONE"; THENCE N. 89 DEGREES 48'16"E., ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID "SABAL LAKE ESTATES, UNIT ONE", A DISTANCE OF 349.51 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30; THENCE N. 00 DEGREES 19'25"E., ALONG THE EAST LINE OF SAID NORTHWEST 1/4 IF THE NORTHWEST 1/4 OF SECTION 30; A DISTANCE OF 608.68 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 69, PAGE 62 OF SAID PUBLIC RECORDS; THENCE S. 89 DEGREES 56'33"W., ALONG SAID SOUTH LINE, A DISTANCE OF 40.53 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE N. 15 DEGREES 03'27"W., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 49.91 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID "SABAL LAKE ESTATES, UNIT ONE"; THENCE S. 89 DEGREES 48'16"W., ALONG SAID EASTERLY EXTENSION A DISTANCE OF 472.44 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A GAS TRANSMISSION LINE EASEMENT RECORDED IN O.R. BOOK 506, PAGE 682; SUBJECT TO A 125.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AGREEMENT RECORDED IN O.R. BOOK 72, PAGE 285.

PROPERTY ADDRESS:
XXX NORTH RANGE ROAD
COCOA, FLORIDA.

FLOOD INFORMATION:
ZONE: "NA / AE"
ELEV.= 19.7' (NAVD88)
MAP PANEL#: 12009C0425G
EFFECTIVE DATE: 03/17/2014

LINE TABLE		
	BEARING	DISTANCE
L1	S89° 56' 33"W	40.53'
L2	N15° 03' 27"W	49.91'

"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- 15' FLORIDA GAS TRANSMISSION EASEMENT ALONG WESTERLY BOUNDARY LINE OF SUBJECT LOT.
- 125' FLORIDA POWER & LIGHT EASEMENT ALONG SOUTHERLY BOUNDARY LINE OF SUBJECT LOT.
- 15' FLORIDA GAS TRANSMISSION EASEMENT ADJACENT TO WESTERLY BOUNDARY LINE OF SUBJECT LOT.

This survey has been issued by the
following Landtec Surveying office:
700 West Hillsboro Boulevard, Suite 4-100
Deerfield Beach, FL 33441
Office: (561) 367-3587
Fax: (561) 465-3145
www.Landtecsurvey.com

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

A OR AL = ARC LENGTH	EL OR ELEV = ELEVATION	PRC = POINT OF REVERSE CURVE	M = MEASURED	WM = WATER METER
C/O = CLEANOUT	P = PLAT	PT = POINT OF TANGENCY	OHC = OVERHEAD CABLE	WV = WATER VALVE
CA = CENTRAL ANGLE	PC = POINT OF CURVE	EM = ELECTRIC METER	QTR = QUARTER	
CATV = CABLE TV RISER	PCC = POINT OF COMPOUND	F.F.E. = FINISHED FLOOR ELEV.	R = RADIUS	
CF = CALCULATED FROM FIELD	CURVE	FIR = FOUND IRON ROD	RNG = RANGE	
CH = CHORD DISTANCE	PH = POOL HEATER	FN = FOUND NAIL	SEC = SECTION	
CONC. = CONCRETE	PI = POINT OF INTERSECTION	FND = FOUND	TR = TELEPHONE RISER	
CR = CALCULATED FROM RECORD	POB = POINT OF BEGINNING	G.F.F.= GARAGE FINISHED FLOOR	TWP = TOWNSHIP	
DE = DRAINAGE EASEMENT	POC = POINT OF COMMENCEMENT	L= LEGAL DESCRIPTION	UE = UTILITY EASEMENT	
	PP = POOL PUMP		UP = UTILITY POLE	

SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE):

= UTILITY POLE, = LIGHT POLE, = CATCH BASIN, = FIRE HYDRANT, = MANHOLE, = WATER VALVE, WM = WATER METER, W = WELL, ℄ = CENTER LINE, P = PARTY WALL, A/C = AIR CONDITIONER, SL = SEPTIC LID, X = ELEV. SHOT, = HANDICAP PARKING SPACE, = SEC. QTR. CORNER, = SECTION CORNER

LINETYPES:
BOUNDARY
BUILDING
EASEMENT
CHAIN LINK FENCE
WOOD FENCE
PLASTIC FENCE
OVERHEAD CABLE

GENERAL NOTES:
1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ABOVE.
7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 2 BUSINESS WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #7274.

Job Nr: 181383-CE | Date of Field Work : 07/26/2023 | Drawn by: E.I.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062. PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

SIGNATURE _____
DATE: 8-1-2023
PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

Elevations, if shown:

Benchmark: _____
Benchmark Elev.: _____
Benchmark Datum: _____
Elevations on Drawing are in:
N.G.V.D.29 ☐ N.A.V.D.88 ☐

Revisions:	

PRINTING INSTRUCTIONS:
WHEN PRINTING THIS PDF IN ADOBE. SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING.
DO NOT USE "FIT".

LANDTEC SURVEYING and Lien

LICENSED BUSINESS No. 8507



Please contact us with changes or cancellations as soon as possible, otherwise no further action needed.

PUBLICATION	TOLL-FREE	Local #	Email
Florida Today	888-516-9220	321-242-3632	BRELegals@gannett.com

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0005811838

Pymt Method Invoice

Order Amount 434.53

Run Times: 1

No. of Affidavits: 1

Run Dates: 09/01/23

Text of Ad:

Ad#5811838 09/01/2023

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER
THE FOLLOWING:

PZ 23-02100007 Vacant Lot N Range Road Zoning Map Amendment | Ordinance 15-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 6.61 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF THE INTERSECTION OF NORTH RANGE ROAD AND KATHI KIM STREET, AND WEST OF CLEARLAKE ROAD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY MEDIUM-DENSITY MULTIPLE--FAMILY RESIDENTIAL (RU-2-10) TO CITY OF COCOA MULTIPLE-FAMILY DWELLING (RU-2-15); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. Tax Parcel ID 24-36-30-00-256.

PZ 23-02000006 Zoning Text Amendment | Ordinance 19-2023

B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA RELATING TO HEIGHT OF VISUAL SCREENS, INCLUDING FENCES AND WALLS, FOR CERTAIN RESIDENTIAL USES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PZ 23-00500002 Comp Plan FLU-1 RU-1-7 | Ordinance 07-2023

C. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

PZ 23-00500003 SR 524 Large Scale Comp Plan Text Amendment | Ordinance 14-2023

D. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, Adopting a Large Scale Comprehensive Plan Text Amendment to the Transportation Element and Capital Improvements Element removing minimum Level of Service Standards for State Road 524; providing data and analysis and the legal basis set forth in the recitals to support the proposed Comprehensive Amendment; providing for the repeal of prior inconsistent Ordinances and Resolutions, Incorporation into the Comprehensive Plan, severability, and an effective date and legal status of the plan amendment.

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
September 12, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at **https://cocoa.legistar.com/Calendar.aspx**
Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at **meetings@cocoafl.org**, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.
Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:
• City of Cocoa meeting calendar at **https://cocoa.legistar.com/Calendar.aspx**
However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	23-545	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/5/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Adopt on Second and Final Reading Ordinance 16-2023 of a Land Development Code Amendment to amend the list of permitted uses related to restaurants in the M-2 District. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 16-2023.pdf Exhibit A - Zoning Map Pint Pistol.pdf Exhibit B - FLU Map Pint Pistol.pdf Exhibit C - Application Pint Pistol.pdf Exhibit D - Ordinance 04-2019 (Amending Appendix A_ Indoor Shooting Ranges).pdf Exhibit E - City Council Sept 12 Display Legal Ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2023
Agenda Date: September 12, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Adopt on **Second and Final Reading** Ordinance 16-2023 of a Land Development Code Amendment to amend the list of permitted uses related to restaurants in the M-2 District..

BACKGROUND:

The applicant, Mr. Robert B. Scale, of Pint & Pistol, LLC, has requested the City amend the Land Development Code (LDC) as it relates to restaurants in the M-2 Zoning District to allow restaurants in the district to serve liquor. Currently, restaurants in the M-2 Zoning District may only serve beer and wine. Pint & Pistol currently operates at 2911 Oxbow Cir, Cocoa, FL 32926, as a shooting range with restaurant that serves beer and wine. The applicant wishes to also serve liquor as part of the restaurant use.

Future Land Use Designation: Current: IND, Industrial
Zoning District: Current: M-2, Manufacturing and Industrial District
Existing Land Use: Pint & Pistol Shooting Range and Restaurant
Council District: District 3 - Councilmember Dyal

Legal Ad Date: September 1, 2023

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	IND, Industrial	M-2, Manufacturing and Industrial District	Vacant Industrial Land
South	IND, Industrial	M-2, Manufacturing and Industrial District	Light Manufacturing
East	IND, Industrial	M-2, Manufacturing and Industrial District	Vacant Industrial Land
West	RES 1:2.5 Residential (1 unit per 2.5 acres)	Brevard County GU, General Use	Single-Family Residences

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:
a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for the change.

Restaurants are currently allowed in the following districts:

- C-N, Neighborhood Commercial, with the following conditions:

o Outdoor entertainment shall be prohibited;
o The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday; and
o Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.

- C-G, General Commercial, with the same restrictions as C-N noted above.
- CBD, Central Business District, by right with no additional restrictions.
- C-C, Core Commercial District, with bars and lounges allowed only as an accessory use to restaurant.
- PUD, Planned Unit Development, with the following conditions:

o Outdoor entertainment shall be prohibited;
o The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday; and

- UMD, Urban Mixed-Use District, including the sale and service of alcoholic beverages for on-site consumption.

The M-2, Manufacturing and Industrial District, allows for the following limited commercial uses:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).
2. Restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.
3. Business service establishments.
4. Veterinary hospitals, clinics, and animal boarding facilities.
5. Indoor shooting ranges, with ancillary retail sales and restaurant subject to the requirements of subsection (A)(12)(d)2. of this section, shall be permitted with the following conditions:

a. All firing shall take place within a completely enclosed building.
b. Site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

The applicant wishes to modify Section 2, as shown above, to strike “including the sale of beer and wine for on-site consumption only”. By doing so, the applicant would be able to sell beer, wine, and liquor. The applicant and any future restaurant in M-2 would still be required to follow all Florida Division of Alcoholic Beverages and Tobacco licensing requirements, as well as separation requirements from schools and other sensitive uses as outlined by the Florida Statutes. In accordance with App. A, Zoning, Article XIII, Section 20, Alcoholic Beverages, the sale of alcoholic beverages for on-premise consumption is allowed as an accessory use where the restaurant has seating accommodations for at least 40 persons, excluding seats or stools in a bar or lounge area, and has a kitchen to prepare and serve meals when open for business.

Given that the M-2 zoning district is the only zoning district to specifically detail the types of alcohol that may be sold, this revision will make the language more consistent with the other zoning categories that allow for restaurants. In addition, the City has been supportive of the Applicant’s business by supporting and approving other, similar code amendments. This amendment will continue that trend and may allow for other service-based industry uses to occur in the M-2 zoning district.

Relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan.

This request relates to both Goal 1.1 and Objective 1.1.1 of the Future Land Use Element:

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Objective 1.1.1: Future Land Use Categories Established. The City hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural and historic resources as well as maximizing economic development opportunities.

By being allowing a mixture of appropriate commercial uses and providing for flexibility within the administration of those uses, the City is providing for a broad range of land use activities, as well as maximizing economic development opportunities.

Figure FLU-1 of the FLU Element continues to be met as the subject property will continue to comply with the overlying FLU designation of IND, Industrial. Additionally, Policy 1.1.2.10 (B) states:

Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial designated areas.

The applicant was able to take advantage of these policies by opening his facility within the M-2 district, as allowed by the Comprehensive Plan and Land Development Code. This code amendment will expand the implementation of this policy.

At the August 16th Planning and Zoning Meeting, Board members voted to recommend approval by City Council. At the August 22nd Council meeting, Council approved the First Reading of Ordinance 16-2023.

Staff recommends consideration of the Second and Final Reading of Ordinance 16-2023.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Approval Ordinance 04-2019 to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District on May 8, 2019.

Planning & Zoning recommended approval at the August 16, 2023 meeting.
City Council approved First Reading at the August 22nd, 2023 meeting.

RECOMMENDED MOTION:

Adopt on **Second and Final Reading** Ordinance 16-2023 of a Land Development Code Amendment to amend the list of permitted uses related to restaurants in the M-2 District..

ORDINANCE NO. 16-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO RESTAURANTS IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under § 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City currently allows restaurants as a permitted use in the M-2, Manufacturing and Industrial, District, subject to multiple conditions including that restaurants may only serve beer and wine for on-site consumption; and

WHEREAS, the City desires to amend Appendix A, Article XI, Section 19, of the Zoning Ordinance to remove the condition placed on restaurants in the M-2 District which restricts alcohol sales to beer and wine only, and to allow instead for restaurants in the M-2 district to serve liquor as well as beer and wine; and

WHEREAS, the City intends for the conditions placed on restaurants in the M-2 District, other than those related to the types of alcohol which may be served for on-site consumption, to remain unchanged; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances Appendix A, Zoning, Article XI, Section 19, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Appendix A, Article XI, Section 19. It is intended that the text in Appendix A, Article XI, Section 19, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

APPENDIX A – ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 19. – District and intent – M2 Manufacturing and Industrial District

* * *

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

* * *

(11) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

* * *

2. Restaurants located within one (1) principal structure~~, including the sale of beer and wine for on-site consumption only,~~ with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

* * *

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

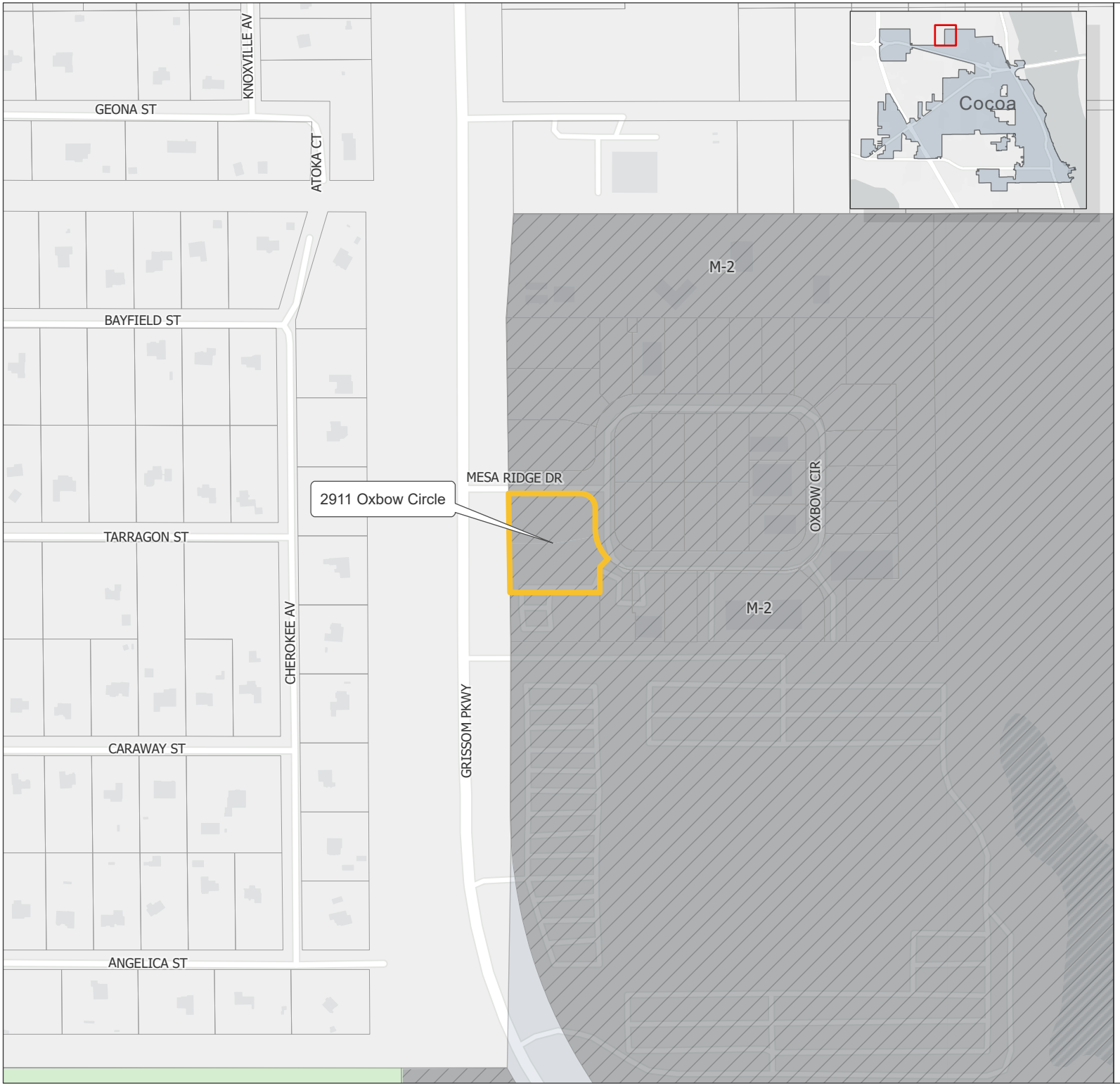
ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

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



COCOA
FLORIDA

2911 Oxbow Circle Zoning

July 20, 2023

Subject Parcel

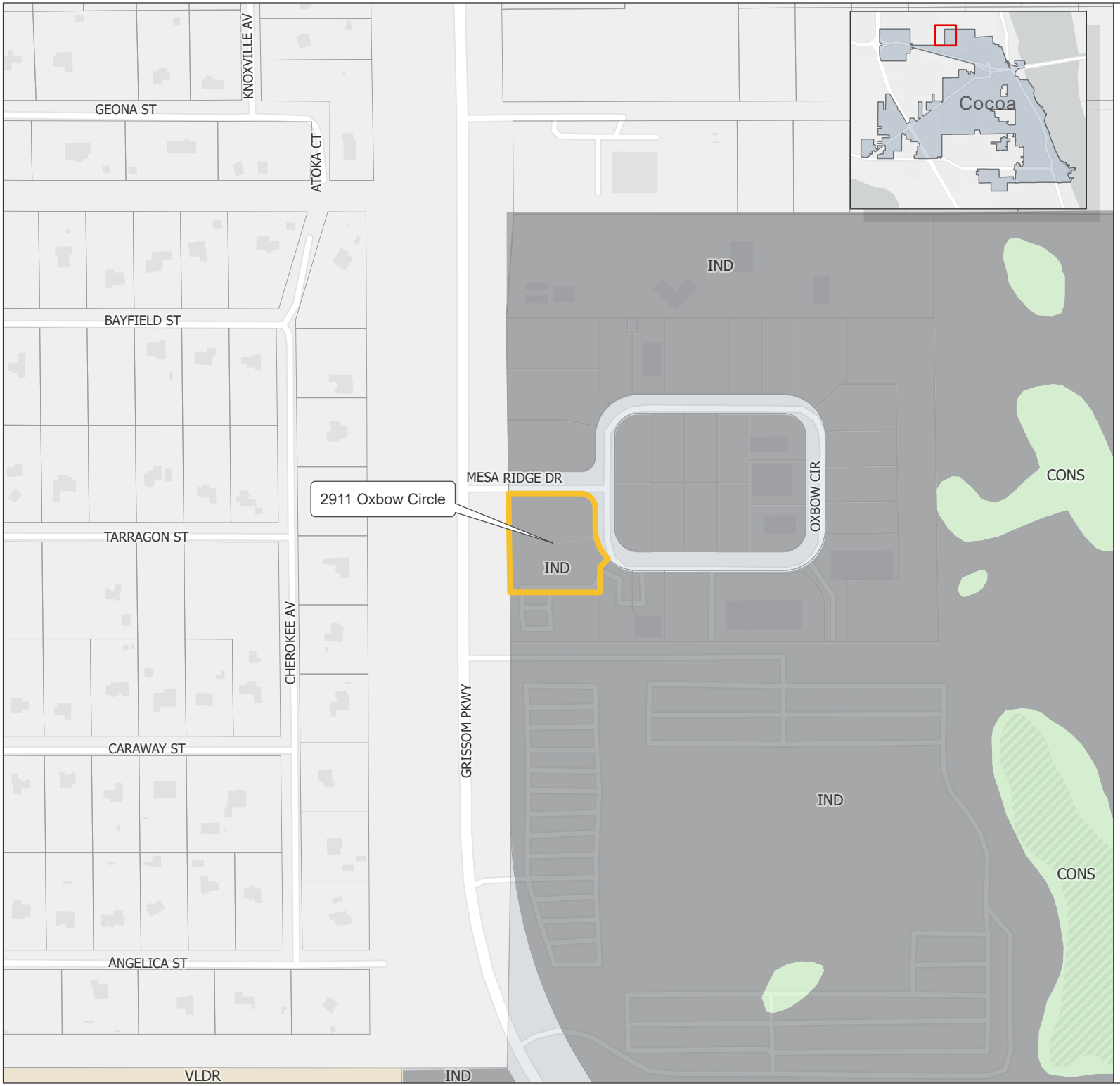
Cocoa Zoning

- RA - Residential Agricultural
- M-2 - Manufacturing and Industrial
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230720-79001.0.2



COCOA
FLORIDA

2911 Oxbow Circle
Future Land Use

July 20, 2023

Subject Parcel

Future Land Use

- Very Low Density Residential
- Industrial
- Conservation
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20230720-79001.0.3

Application # PZ - _____ - _____

Serving the Community

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** MODIFY THE M2 ZONING LANGUAGE WHICH ALLOWS RESTAURANTS TO SELL BEER AND WINE FOR ON SITE CONSUMPTION TO NOW INCLUDE LIQUOR.

2. **Applicable City Code Section(s):** SEC 19 - DISTRICT AND INTENT - M2 MANUFACTURING AND INDUSTRIAL DISTRICT, A.11.d.2.

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

   Company (if applicable): PINT + PISTOL, LLC

   Name: ROBERT (BOB) SCALES

   Mailing Address: 1415 N. ATLANTIC AVE

   City: COCOA BEACH State: FL Zip Code: 32931

   Phone #: 321-508-4803 Fax #: NA

   Mobile #: 321-508-4803 E-mail: BSCALES@PINTPISTOL.COM

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

   a. ☑ **Notarized application.**

   b. ☑ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

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

   d. ☑ **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

8. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Zoning Text Amendment Petition

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text amendment as specified below:

a. In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

IN ORDER TO CONTINUE GROWTH OF THE GRISSOM PARKWAY CORRIDOR AND MAINTAIN JOB GROWTH WE ARE PROPOSING THE ENHANCEMENT OF ENTERTAINMENT VENUES AND SELECTION CHOICES FOR RESTAURANT PATRONS WITH THE ADDITION OF IN HOUSE LIQUOR SALES.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Applicant's Signature

7/6/23
Date

JOSEPH ROBIN SCALES
Applicant's Printed Name

14. Signatures and Notarization.

STATE OF FL COUNTY OF BREVARD. I, JROBERT SCALES being first duly sworn, depose and say that:

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

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

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

(APPLICANT SIGNATURE)

(Print, Type or Stamp Commissioned Name of Notary Public)

CARLA NEAL
MY COMMISSION # HH 111544
EXPIRES: March 30, 2025
Bonded Thru Notary Public Underwriters

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced N/A

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 6th day of July, 2023

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

Detail by Entity Name

Florida Limited Liability Company
PINT & PISTOL, LLC

Filing Information

Document Number	L19000157628
FEI/EIN Number	84-2262843
Date Filed	06/14/2019
Effective Date	06/14/2019
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/07/2023
Event Effective Date	NONE

Principal Address

2911 Oxbow Circle
Cocoa, FL 32926

Changed: 09/06/2022

Mailing Address

2911 Oxbow Circle
Cocoa, FL 32926

Changed: 09/06/2022

Registered Agent Name & Address

WELLS, JEFFERY
1415 N ATLANTIC AVE
COCOA BEACH, FL 32931

Name Changed: 03/07/2023

Address Changed: 03/07/2023

Authorized Person(s) Detail

Name & Address

Title MGR

WELLS, JEFFERY
1415 N ATLANTIC AVE
COCOA BEACH, FL 32931

Title AMBR

SCALES, ROBERT
1415 N ATLANTIC AVE
COCOA BEACH, FL 32931

Title AMBR

KENNEDY, MATTHEW J
7524 POULICNY LANE, LOT U6
MELBOURNE, FL 32940-7415

Annual Reports

Report Year	Filed Date
2021	04/29/2021
2022	03/15/2022
2023	01/10/2023

Document Images

03/07/2023 -- LC Amendment	View image in PDF format
01/10/2023 -- ANNUAL REPORT	View image in PDF format
03/15/2022 -- ANNUAL REPORT	View image in PDF format
08/31/2021 -- LC Amendment	View image in PDF format
04/29/2021 -- ANNUAL REPORT	View image in PDF format
06/18/2020 -- ANNUAL REPORT	View image in PDF format
06/14/2019 -- Florida Limited Liability	View image in PDF format

Sec. 19. - District and Intent—M2 Manufacturing and Industrial District.

The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Industrial uses, industrial processing, and manufacturing.

(2) Commercial greenhouses.

(3) Schools (industrial and vocational in nature).

(4) Storage facilities (excluding salvage yards), including automobiles, mobile homes, commercial vehicles and heavy equipment, building materials, general, refrigerated, and recreational vehicles pursuant to Appendix A, Article XIII, Sec. 5 of the Code of the City of Cocoa.

(5) Research facilities:

a. Where the use does not involve:

1. Creation of excessive noise, fumes, dirt; or

2. Damage or interference with other properties.

b. Where all work is done within an enclosed structure.

(6) Transportation facilities; passenger and/or freight.

(7) Warehousing and distribution.

(8) Mobile home repair facilities.

(9) Contractor's office and storage yard, except scrap materials. Outside storage shall be effectively screened on all sides to avoid any deleterious effect upon adjacent properties and right of ways.

(10) Sales or rental of new and/or used commercial vehicles and heavy equipment, major recreational equipment, and mobile homes as regulated by appendix A, article XIII, section 28 of the Code of the City of Cocoa.

(11) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b.

Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).
2. Restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.
3. Business service establishments.
4. Veterinary hospitals, clinics, and animal boarding facilities.
5. Indoor shooting ranges, with ancillary retail sales and restaurant subject to the requirements of subsection (A)(12)(d)2. of this section, shall be permitted with the following conditions:
   a. All firing shall take place within a completely enclosed building.
   b. Site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory buildings and uses are permitted; including operations required to maintain, or support any industrial use permitted in this district.

(2) Office buildings as an accessory to primary use and structure.

(3) Accessory retail sales on site.

(C) SPECIAL EXCEPTIONS.

(1) Principal structures listed in subsection (A) exceeding sixty (60) feet in height.

(2) Sewer lift stations, plants, power plants, and other utility activities.

(3) Telecommunication towers and facilities.

(4) Security trailers on public and private property.

ORDINANCE NO. 04-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW INDOOR SHOOTING RANGES AS A PERMITTED USE SUBJECT TO CERTAIN CONDITIONS, INCLUDING ANCILLARY RETAIL SALES AND RESTAURANT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City desires to amend its zoning regulations to allow indoor shooting ranges as a permitted use, with limited conditions, and including ancillary retail sales and restaurant uses, in the M-2 Manufacturing and Industrial District; and

WHEREAS, this ordinance is not intended to, nor shall it have the effect of, regulating the field of firearms and ammunition, including the use, purchase, sale, transfer, taxation, manufacture, ownership, possession, storage and transportation thereof, and nor shall it have the effect of regulating firearms and ammunition use at sport shooting and training ranges; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 19, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 19. It is intended that the text in Appendix A, Article XI, Section 19 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 19. – District and intent – M-2 Manufacturing and Industrial District.

The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

* * *

(12) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).

2. Restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the

proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

3. Business service establishments.

4. Veterinary hospitals, clinics, and animal boarding facilities.

5. Indoor shooting ranges, with ancillary retail sales and restaurant subject to the requirements of subsection (A)(12)(d)(2.) of this Section, shall be permitted with the following conditions:

   a. All firing shall take place within a completely enclosed building.

   b. Site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

* * *

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of May, 2019.

JAKE WILLIAMS, JR., Mayor

ATTEST:

CARIE SLEALY, MMC
City Clerk

First Reading:	04/24/2019
Second Reading:	05/08/2019
Legal Ad Published:	04/24/2019 & 05/01/2019
Effective Date:	05/08/2019

CITY OF COCOA NOTICE OF PUBLIC HEARING

THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE FOLLOWING:

PZ 23-02000005 Pint & Pistol, LLC Zoning Text Amendment | Ordinance No. 16-2023

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19, OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO AMEND THE LIST OF PERMITTED USES RELATED TO RESTAURANTS IN THE M-2 DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE**.**

PZ 23-00500004 CWOD Zoning Text Amendment | Ordinance No. 18-2023

B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW LARGE-SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI, SECTION 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA FOR THE WATERFRONT OVERLAY DISTRICT, SOUTH END SUBDISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON
September 12, 2023

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.
Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Legislation Details (With Text)

File #:	23-546	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/5/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Adopt on Second and Final Reading Ordinance 18-2023, a Zoning Text Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District and to amend the list of permitted and special exception uses in the South End Subdistrict of the Cocoa Waterfront Overlay District. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 18-2023 _ LDC Text Amendment _ 915 Florida Ave.pdf Exhibit A - Edited Regulating Plan Map August 2023.pdf Exhibit B - Excerpts of 2022 CRA Plan 1.pdf Exhibit C - School Board Letter.pdf Exhibit D - Legal Ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2023
Agenda Date: September 12, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Adopt on **Second and Final Reading** Ordinance 18-2023, a Zoning Text Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District and to amend the list of permitted and special exception uses in the South End Subdistrict of the Cocoa Waterfront Overlay District.

BACKGROUND:

The applicant, City of Cocoa, is requesting an amendment to Land Development Code Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District. The parcel proposed to be added has the following Brevard County Parcel ID number 24-36-33-80-23 (915 Florida Ave.). In addition, the proposed ordinance would add permitted and special exception uses in the South End Subdistrict with Core Commercial underlying zoning.

Background:

The proposed LDC amendment has been administratively initiated by the City of Cocoa. The Planning and Zoning Board is required to make recommendations to the City Council regarding the proposed LDC amendments based on the criteria set forth below.

Over the last several years, the City of Cocoa has created multiple policies to ensure that redevelopment opportunities within the Community Redevelopment Agency (CRA) are available. The City created the MU, Mixed Use, Future Land Use (FLU) Designation. The FLU Element of the City's Comprehensive Plan states that the Mixed-Use land use category (MU FLU) is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors. The majority of parcels within the City that are designated as MU are generally located adjacent to certain portions of SR 520, US 1, Brunson Blvd., King St., and the Cocoa Village Area, as more accurately shown on the attached FLU Map.

The density that is allowed within the MU FLU category is 25 du/acre and includes a bonus of up to 5 du/acre if residential housing units are developed as part of a vertical mixed-use project, per FLU Element Policy 1.1.2.6, which brings the max du/acre total to 30 du/acre.
To create additional opportunities, the City adopted policies that allow for vertically mixed-use projects to occur on four (4) parcels, that total +/- 4.5 acres within the Cocoa Village Subdistrict to develop at densities of up to 125 du/acre with a Developer's Agreement.

In addition, four parcels totaling +/- 1.4 acres have been designated with a commercial/mixed use large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan, which allowed vertically mixed-use buildings constructed to a maximum of eight (8) stories in height.

The current request looks to build upon those adopted policies. The City of Cocoa owns +/- 4.32 acres of property (subject property) at the southwest corner of Rosa Jones Dr., and Florida Ave. The subject property is currently noted within the Regulating Plan of the City of Cocoa Waterfront Overlay District as part of the South End (SE) Sub-District. The subject property also has the MU, Mixed Use, FLU designation, and the C-C, Core Commercial, zoning district. The City wishes to maximize the redevelopment potential of the subject property by designating the subject property as "CL" on the City of Cocoa Waterfront Overlay District Regulating Plan. This would allow the subject property to be developed with a vertically mixed-use building at a maximum of eight (8) stories in height, subject to and conditioned upon City Council approval of a development agreement following consideration of multiple factors. Additional updates are being provided in Appendix A, Article XI, Section 22, of the City Code to allow for certain additional permitted and special exception uses within the Waterfront Overlay District, South End Subdistrict, with Core Commercial underlying zoning.

The following analysis provides for technical detail related to the request and the potential impact to City services.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:
a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as

to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

a. Need and justification for the change

Staff Finding: Currently, the tallest building that could be constructed on the 915 Florida Avenue property is a five-story, commercial/mixed-use medium building type in accordance with the Cocoa Waterfront Overlay District Regulating Plan.

The proposed amendment is not contrary to the established land use pattern based on the goals and objectives of the Waterfront Master Plan, Cocoa CRA Redevelopment Plan, and existing Comprehensive Plan MU FLU policies which encourage density through vertical mixed-use buildings. The proposed change allows the physical structure necessary to accommodate increased densities up to 125 du/acre should the companion Comprehensive Plan amendment be adopted, through height at a maximum of 8-stories.

As explained in the companion staff report for the Comprehensive Plan amendment related to 915 Florida Avenue, the 915 Florida Avenue subject property was the former Oaks Mobile Home site, which the City acquired for purposes of redevelopment in 2016. The Cocoa Redevelopment Agency (Cocoa CRA) continues to seek major redevelopment opportunities to revitalize the Cocoa Community Redevelopment Area. The proposed amendment will continue to promote a more intense redevelopment consistent with the Redevelopment Plan. Specifically, the Redevelopment Plan identifies 915 Florida Avenue as one of two “High Priority” “Catalyst Mixed Use Development Sites” in the Cocoa Community Redevelopment Area.

Construction of taller mixed-use projects within the City’s urban core provides for coherent and economical use of the City’s resources and infrastructure. These potential developments will reduce automobile dependency and increase the ability of residents to live a more sustainable lifestyle due to residents’ proximity to services, job opportunities, retail and entertainment.

The City Council will consider factors such as economic and social benefits to City and CRA, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the Cocoa Village and South End when a particular development project is proposed and prior to approving a development agreement request to achieve the maximum of eight stories, in its sole discretion.

Furthermore, the uses to be added to the South End (all properties with C-C underlying zoning) to promote vertical mixed-use projects are as follows:

Professional offices, studios, clinics, labs, general offices
Bar or lounge (SE)
Cultural centers, museums, galleries, community centers (commercial)
Gym and Fitness Facilities of less than 7500 square feet
Package store, beer and wine (SE)
Pharmacy, Optical Services
Recreation structures, theaters, driving ranges, bowling alleys (not drive in theaters) (SE)
Retail stores (except automotive)

In accordance with Appendix A, Zoning, Article XI, Section 18, uses in the Core-Commercial District

are based on the redevelopment plan and are intended to be low to medium intensity commercial, office and professional uses, in areas located adjacent to and between major transportation corridors.

The uses selected for addition to the South End Subdistrict with underlying C-C zoning promote neighborhood commercial uses of low to medium intensity and add office and professional uses in keeping with the intent of the C-C zoning district.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Staff Finding:
Since the zoning district will not change, there will be no conflict with the comprehensive plan. This request is being done in conjunction with the FLU Element which allows the subject property to be developed at a maximum of 125 du/acre. This amendment is consistent with the following policies:

Future Land Use Element, Policy 1.1.2.6 Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development.

Future Land Use Element, Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Future Land Use Element, Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards, and alleys; high quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Housing Element, GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the City.
Objective 3.1.1, Housing Supply: Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes, and costs which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City’s Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and the Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Policy 3.1.1.6: The City shall promote mixed-use developments that include provisions for a wide

variety of housing types and prices.

GOAL 3.7: The City shall promote opportunities for the creation of housing and infill development within the City.

Objective 3.7.1, Infill Development: The City shall continue to promote infill housing development by supporting alternative development standards where appropriate and feasible.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Planning & Zoning recommended approval at the August 16, 2023 meeting.
City Council approved First Reading at the August 22nd, 2023 meeting.

RECOMMENDED MOTION:

Adopt on **Second and Final Reading** Ordinance 18-2023, a Zoning Text Amendment to Appendix A, Article XI, Section 22 of the Zoning Ordinance of the City of Cocoa to allow Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District and to amend the list of permitted and special exception uses in the South End Subdistrict of the Cocoa Waterfront Overlay District.

ORDINANCE NO. 18-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW LARGE SCALE COMMERCIAL/MIXED-USE BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN APPENDIX A, ARTICLE XI, SECTION 22, OF THE ZONING ORDINANCE OF THE CITY OF COCOA FOR THE WATERFRONT OVERLAY DISTRICT, SOUTH END SUBDISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Council desires to amend the Cocoa Waterfront Overlay Regulating Plan and Appendix A, Article XI, Section 22 – Cocoa Waterfront Overlay District, South End Subdistrict, to allow for Commercial/Mixed-Use Large (CL) Building types to be developed on certain properties where indicated on the Regulating Plan in the South End Subdistrict; and

WHEREAS, Commercial/Mixed-Use Large Building types in the Cocoa Waterfront Overlay District are permitted to be a maximum of eight (8) stories in height; and

WHEREAS, in order for a particular property to be designated with a Commercial/Mixed-Use Large Building type on the Regulating Plan, the City Council must approve a Development Agreement after consideration of certain factors, including the economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character of the proposed building, architectural design, physical and visual scale, and compatibility with the special and distinctive character of the South End; and

WHEREAS, in order to promote the development of desirable, unique, and beneficial mixed-use commercial-residential developments in the South End, the City Council desires to amend Appendix A, Article XI, Section 22, of the City Code to allow for certain additional permitted and special exception uses within the Waterfront Overlay District, South End Subdistrict, with Core Commercial underlying zoning; and

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

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

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

Section 2. **Regulating Plan Amendment.** Appendix A, Zoning, is hereby amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as **Exhibit "A"** and fully incorporated herein by this reference.

Section 3. **Code Amendment.** The Zoning Ordinance of the City of Cocoa, Appendix A, Article XI, Section 22, is hereby amended as follows (underline type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 22. It is intended that the text in Appendix A, Article XI, Section 22, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

APPENDIX A – ZONING

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 22. – Cocoa Waterfront Overlay District.

* * *

(F) Uses. The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

* * *

"Key: SE-Special Exception	Heart of	Uptown Neighborhood (UN)	South of the	**South End (SE)**	Water front (WF)	Cocoa Village	North of the	King Willard (KW)

, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan"	Cocoa				Village (SV)								Village (NV)					
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	**C-C**	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
								*** * ***										
Office																		
Professional offices, studios, clinics, labs, general offices			P			P	P	**P**	P		P		P			P		
								* * *										
Commercial																		
								* * *										
Bar or Lounge			SE			SE	SE	**SE**	SE		SE		SE		SE	SE	SE	
								* * *										
Cultural Centers, Museums, Galleries, Community Centers								**P**										

(Commercial)																		
* * *																		
Gym and fitness facilities of less than 7500 square feet.			P			P	P	**P**	P		P		P		P	P	P	
* * *																		
Package Store, beer and wine			SE			SE	SE	**SE**	SE		SE		P		P	SE	P	
* * *																		
Pharmacy, Optical Services								**P**										
* * *																		
Recreation structures, theatres, driving ranges, bowling alleys (not drive in theatres)								**SE**										
* * *																		

Retail stores (except automotive)			P			P	P	**P**	P		P		P			P		
* * *																		

* * *

(I) Building Types. Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

* * *

Design Districts and Building Types Table

Design District	Home-stead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Town-house (TH)	Apart-ment Building (AB)	Court-yard Apart-ment (CA)	Comm-ercial/ Mixed Use Small (CS)	Comm-ercial/ Mixed Use Medium (CM)	Comm-ercial/ Mixed Use Large (CL)	Single Story Comm-ercial (SC)	Large Format Comm-ercial (LF)	Inst-ituti onal (IT)	Civic (CI)
* * *														
South End				P	P	P	P	P	P	RP(3)	RP		P	

RP, permitted only where indicated on Regulating plan.
P, Permitted in the Design District.
Blank Cell, is not permitted.
* Commercial/Mixed Use is a mix of uses, ie. Office/retail, office/residential.
(1) Townhomes are permitted up to 4 units per building.
(2) Consistent with the Substitute Consent Decree as ordered on January 28, 2009.

(3) Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved subject to the discretion of ~~by~~ the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village and respective subdistrict, and other similar relevant factors.

* * *

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6 **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12 day of September, 2023.

_____

MICHAEL C. BLAKE, Mayor

ATTEST:

_____

MONICA ARSENAULT
Interim City Clerk

Legal Ad Published:	08/01/2023
First Reading:	08/22/2023
Legal Ad Published:	09/01/2023
Second Reading:	09/12/2023
Effective Date:	09/12/2023

EXHIBIT A

REGULATING PLAN

EXHIBIT "A"

Proposed Update to Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

8/8/2023

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)			(2)					●	
King/Willard Corridor (KW)			○		○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●	○ (3)	○		●	
Waterfront (WF)					●	●	●	●	●	●	○		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved subject to the discretion of the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of Cocoa Village and respective subdistrict, and other similar relevant factors.

Waterfront Overlay
Sub-Districts:
- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area

Additional building type allowed for this parcel only

Required minimum and maximum street setback (in feet)

Break in street setback dimension

Right of way line (beginning point of street setback measurment)

Internal Lot Line

promote the development and redevelopment of property in the Central Business District in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty, which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous water walks, and several key water vistas should be made available to the public. The purpose of this district is to allow for the development of fully integrated, mixed-use, pedestrian-oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

The **Heart of Cocoa** Sub-District has been subject to a Federal Consent Decree since 1990. The original voluminous consent decree was replaced by a substantially streamlined Substitute Federal Consent Decree on January 28, 2009. The Substitute Consent Decree requires the City maintain the low-density residential character of the Heart of Cocoa; and encourages voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed-use developments, while preserving existing uses as provided by law. Moreover, the Substitute Consent Decree encourages production and development of affordable houses by the private sector in the Heart of Cocoa. Consistent with the Substitute Consent Decree, the zoning is RU2-10, which allows for low-density single and multi-family residential. Allowable building types include single-family, mixed use, and neighborhood supported commercial.

In the **South of the Village** Sub-District the City acquired the former Oaks Mobile Home Park, a primarily vacant mobile home park with dilapidated and uninhabitable units, at the corner of Florida Avenue and Rosa L. Jones Blvd. The site is comprised of one main parcel and a smaller companion parcel, totaling just under 5 acres of vacant land immediately suitable for development. This residential project is expected to serve as a catalyst for additional residential development in and around the Heart of Cocoa, although the site lies just outside the boundaries of the Heart of Cocoa, on the south side of Rosa L. Jones Boulevard.

The **South End** Sub-District, located to the east and bordering the **South of the Village** Sub-District, mainly consists of single family residential, multi-family apartments/condominiums and high rise developments.

The King Street and Willard Street Corridor Sub-District consists of mainly commercial development and provides for opportunities of mixed-use and multi-family high rise developments.

The **Waterfront** Sub-District is characterized by multi-story, multi-family residential units.

Many of the lots in the Sub-Districts by themselves are inadequately sized and constrained by utility infrastructure (mainly electric), to be redeveloped as mixed-use and multi-family apartments or high rise condominiums. Thus, the need for the assemblage of land to facilitate a suitable redevelopment project yielding the highest and best use for the respective land. Additionally, and critically important, the City through its various EPA Brownfields Grants have determined several properties environmentally constrained as they are contaminated or suffer from the perception of contamination. Bisecting the heart of the Cocoa CRA is the former Flagler Rail Line, and railroad tracks are use of which contamination is commonly associated. Some properties have been confirmed to have no recognized environmental

several fundamentally new ideas for Cocoa's Waterfront: diversified boating access, with increased day slips, dinghy docks and large vessel tie up via more resilient floating docks and concrete piers; a managed mooring field with support facilities, including a harbor master building, pump out and boater services; a relocated civic center to take advantage of the waterfront and diversify the use of Lee Wenner Park, to serve the CRA, the City and the Region; re-imagined promenade to include overlooks and strolling and seating experience, but not to replace the old structures over water; and opening the waterfront view to property on Delannoy Avenue by relocating the existing civic center.

While Cocoa Village, the core of downtown, continues to exude a strong sense of place and regional identity, its downtown context is fraying due to the impact of high-speed roads and its disconnection from the waterfront. The nearby neighborhoods do not have a solid connection to downtown or the waterfront because the vibrancy of Cocoa Village is limited to Brevard and Delannoy Avenues with emergence of the Florida Avenue area. This characterizes the general circumstances currently challenging the extended success of Cocoa Village, but the following describes the specific physical features observed to be major factors for the improvement of the downtown district.

Urban Form

- The basic pattern of blocks and buildings in the CRA is of a pedestrian scale, most of the district is walkable and yet convenient and accessible to motorists.
- Buildings are generally 2-4 stories in heights in core of Cocoa Village and several are of historic significance or are otherwise charming architecturally.
- The waterfront is an important community asset. Connectivity to the Village is hindered due to the lack of public streets and the presence of large private development.
- There is a good mix of commercial and office uses in the Village, but a lack of quality residential development within.

Transportation

- SR 520 is a major conduit to Merritt Island and Cocoa Beach consisting of a six-lane roadway designed with one-way pairs (King Street eastbound and Willard Street westbound) navigating through the RDA district. The current design creates a hostile barrier for pedestrians seeking to connect between Cocoa Village and the North Forrest Avenue community.
- Brevard and Delannoy Avenues operate as one-way pairs through most of the Village; channeling traffic on one-way streets is less safe for pedestrians and less attractive to shop owners who seek optimal vehicular accessibility.
- Florida Avenue is the former Dixie Highway, the historically north-south path through Cocoa. There is a burgeoning urban commercial corridor along Florida Avenue, with a new streetscape from the southern City limits to SR 520. This streetscape created additional parking, pedestrian accessibility on both sides of the road and a quaint landscaping, inviting to residents and visitors.
- Federal East Coast Railroad (FEC) is located along the western boundary of the redevelopment area. Located at the intersection of US1 and Rosa L Jones Blvd is the site of the future FEC Rail Station. This site has been identified as a potentially viable location for a future passenger rail stop.

High, Medium, and Low Priority Projects

HIGH PRIORITY PROJECTS

A. Waterfront Projects
Dinghy Docks
T-Dock and Extension
Day Slips
New Fishing Pier, East Lee Wenner Park
Shoreline Stabilization
**The City is reconstructing the facilities through grants, etc. as they existed prior to Hurricane Irma. The CRA will fund enhancements.*

B. Historic Cocoa Village
New Civic Center
Lee Wenner Park Renovations **
***Agreement attached as an Appendix*
Promenade Reconstruction
Promenade Overlooks
Support Building for Amphitheatre
Identify Gateway Locations and Develop Wayfinding Package
6 Forrest Avenue Entrance Features
Gateways and Signage

C. Uptown District
Street and Sidewalk Improvement Program
Landscape Standards
Signage Regulations
Land Use Provisions

D. Streets
Municipal Parking/Shared Parking Facilities/ Additional On Street Parking
Street Tree Program
Streetscape Reconstruction

E. Catalyst Mixed Use Redevelopment Sites
Redevelopment of 603 Brevard Avenue
Redevelopment of 915 Florida Avenue

F. The Heart of Cocoa
Creation of Workforce Housing
Façade Grant Program
Paint Program

COCOA CRA CAPITAL IMPROVEMENTS PLAN
PRIORITY + BUDGETING FIGURES

Item No.	Recommendation	Priority	Timing	Magnitude Cost	Description + Implementation Details	Possible Funding Sources
F	**The Heart of Cocoa**					
	Workforce Housing and Community Development					
1	Comprehensive Investment Strategy			N/A	Consider a comprehensive investment strategy for residential enhancement and community development	
	Public Parks and Infrastructure					
2	Catalyst Park Site	Low	5-7 Years	**$950,000**	Acquire land for a public park and small residential development at the corner of Hughlett Avenue and Factory Street	
	Total Heart of Cocoa CRA Projects			**$950,000**		
G	**Waterfront Neighborhood Infill Development**					
1	Single Family Infill			N/A	Support continued redevelopment of single-family homes and renovation of historic residences and Incentivize townhome infill development with appropriate site design standards	
2	Multi-Family Infill			N/A		
	Total Waterfront Neighborhood Infill Projects			**$0.00**		
H	**South of Cocoa Village**					
1	Residential Infill Node			$75,000	Residential Infill Node Consider a residential redevelopment opportunity on the vacant/underutilized land south of Rosa L. Jones Blvd. between Florida Avenue and US-1 (mobile home site); acquire property or partner with private developer to purchase or develop the land	
2	Major Mixed Use Node (Rockledge/Cocoa City Line)			$100,000	Consider a consolidated planning/development effort with the City of Rockledge relative to the immediately abutting property known as the Sears Town Site (existing power center on US-1); prepare an RFP for development proposals	
	Total South of Cocoa Village Projects			**$175,000.00**		
I	**State Road 520 Corridor**					
1	King Street and Willard Street Improvements Option A	Medium	3-5 Years	$975,000	Add palm trees to King and Willard Street and improve existing sidewalks;	**FDOT Project -** CRA initiated a preliminary study of the SR520 corridor, of which SCTPO/FDOT subsequently conducted a more detailed corridor study. Staff will continue to work with FDOT/SCTPO on accelerating funding, certain improvements may require CRA financial participation.
2	King Street and Willard Street Improvements Option B	Low	5-7 Years	$8,550,000	Reduce travel lane widths, widen sidewalks, and install shade trees	
3	Improve Intersections at King/Brevard & Willard/Brevard Streets	Medium	3-5 Years	$1,600,000	Improve intersections at King/Brevard and Willard/Brevard to reduce pedestrian crossing distance and increase intersection visibility (highly visible pavement treatment and clear sightlines) -	
4	Promote Vehicular Cross Access from King or Willard Streets	Medium	3-5 Years	N/A	Promote vehicular cross access between businesses that front King or Willard Street	
	Total State Road 520 Corridor Projects (Option A)* **			**$ 2,575,000**		
	Total State Road 520 Corridor Projects (Option B)			**$ 10,150,000**		

Excerpt Pages from the 2022 Cocoa CRA Plan Update

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Dr. Mark J. Rendell, Ed.D., Superintendent

August 10, 2023

Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: Proposed FLU Amendment
430 and 505 Brevard Ave. Cocoa, FL 32922

Dear Mr. Stockton,

We completed a cursory preliminary review for the referenced development. The subject property is comprised of Tax Parcel ID numbers: 24-36-33-39-B-8, 24-36-33-39-B-7, and 24-36-33-39-B-11 containing a total of approximately 4.53 acres along Brevard Avenue in the City of Cocoa, Florida. The proposed development includes 409 multi-family homes. The School Impact Analysis of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 and Amended Appendix "A"-School District Student Generation Multiplier (approved April 11, 2022) of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in the *Brevard County Public Schools Financially Feasible Plan for School Years 2022-23 to 2027-28 which* is attached for reference.

	Total	Total	Total
Multi-Family Homes	409		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.11	44.99	45
Middle	0.02	8.18	8
High	0.05	20.45	20
Total	0.18		**73**

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x11418 • FAX: (321) 633-4646

An Equal Opportunity Employer

FISH Capacity (including relocatable classrooms) from the Financially Feasible Plan (FFP) Data and Analysis for School Years 2023-24 to 2027-28

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	910	910	910	910	910
McNair	616	616	616	616	616
Rockledge	1,836	1,836	1,836	1,836	1,836

Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	669	614	600	572	545
McNair	369	346	354	337	347
Rockledge	1,559	1,640	1,699	1,693	1,620

Students Generated by Newly Issued SCADL Reservations Since FFP

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	-	-	-	-	-
McNair	-	-	-	-	-
Rockledge	-	-	-	-	-

Cumulative Students Generated by Proposed Development

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	-	-	45	45	45
McNair	-	-	8	8	8
Rockledge	-	-	20	20	20

Total Projected Student Membership (includes Cumulative Impact of Proposed Development)

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	669	614	645	617	590
McNair	369	346	362	345	355
Rockledge	1,559	1,640	1,719	1,713	1,640

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Tropical	241	296	265	293	320
McNair	247	270	254	271	261
Rockledge	277	196	117	123	196

At this time, Tropical Elementary School, McNair Middle School and Rockledge High School are projected to have enough capacity for the total of projected and potential students from the proposed FLU amendment.

This is a **non-binding** review; a *Concurrency Determination* must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

Karen M. Black, AICP
Manager – Facilities Planning & Intergovernmental Coordination
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Financially Feasible Plan for School Years 2022-23 to 2027-28*

Brevard County Public Schools

Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service

Data and Analysis for School Years 2022-23 to 2027-28

Summary	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Highest Utilization Elementary Schools:	93%	99%	100%	99%	99%	100%
Highest Utilization Middle Schools:	88%	88%	94%	92%	91%	100%
Highest Utilization Jr / Sr High Schools:	83%	83%	81%	78%	77%	76%
Highest Utilization High Schools:	107%	99%	97%	98%	100%	100%

				School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
School	Type	Grades	Utilization Factor	FISH Capacity	10/14/22 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Elementary School Concurrency Service Areas																					
Allen	Elementary	PK-6	100%	751	598	80%	751	598	80%	751	635	85%	751	704	94%	751	720	96%	773	766	99%
Andersen	Elementary	K-6	100%	884	568	64%	884	568	64%	884	549	62%	884	537	61%	884	530	60%	884	501	57%
Apollo	Elementary	K-6	100%	902	731	81%	902	731	81%	902	749	83%	902	753	83%	902	736	82%	902	718	80%
Atlantis	Elementary	PK-6	100%	739	620	84%	739	620	84%	739	608	82%	739	596	81%	739	585	79%	739	572	77%
Audubon	Elementary	PK-6	100%	761	450	59%	761	450	59%	761	435	57%	761	422	55%	761	419	55%	761	426	56%
Cambridge	Elementary	PK-6	100%	787	495	63%	787	495	63%	787	511	65%	787	505	64%	787	510	65%	787	524	67%
Cape View	Elementary	PK-6	100%	570	305	54%	570	288	51%	570	309	54%	570	314	55%	570	315	55%	570	329	58%
Carroll	Elementary	K-6	100%	751	626	83%	751	633	84%	751	643	86%	751	623	83%	751	619	82%	751	628	84%
Challenger 7	Elementary	PK-6	100%	573	503	88%	573	503	88%	573	474	83%	573	462	81%	573	433	76%	573	413	72%
Columbia	Elementary	PK-6	100%	751	506	67%	751	512	68%	751	531	71%	751	522	70%	751	538	72%	751	538	72%
Coquina	Elementary	K-6	100%	711	560	79%	711	560	79%	711	565	79%	711	602	85%	711	590	83%	711	585	82%
Creel	Elementary	PK-6	100%	1,114	626	56%	1,114	660	59%	1,114	668	60%	1,114	668	60%	1,114	667	60%	1,114	658	59%
Croton	Elementary	PK-6	100%	795	488	61%	795	488	61%	795	514	65%	795	528	66%	795	542	68%	795	542	68%
Discovery	Elementary	PK-6	100%	980	643	66%	980	664	68%	980	675	69%	980	671	68%	980	720	73%	980	761	78%
Endeavour	Elementary	PK-6	100%	968	719	74%	968	750	77%	968	717	74%	968	707	73%	968	674	70%	968	671	69%
Enterprise	Elementary	K-6	100%	729	597	82%	729	597	82%	729	578	79%	729	552	76%	729	538	74%	729	529	73%
Fairglen	Elementary	PK-6	100%	789	617	78%	789	617	78%	789	617	78%	789	632	80%	789	635	80%	789	625	79%
Gemini	Elementary	K-6	100%	711	468	66%	711	477	67%	711	465	65%	711	468	66%	711	455	64%	711	457	64%
Golfview	Elementary	PK-6	100%	777	441	57%	777	441	57%	777	460	59%	777	481	62%	777	489	63%	777	503	65%
Harbor City	Elementary	PK-6	100%	629	403	64%	629	405	64%	629	457	73%	629	474	75%	629	494	79%	629	509	81%
Holland	Elementary	PK-6	100%	605	432	71%	605	450	74%	605	451	75%	605	444	73%	605	442	73%	605	431	71%
Imperial Estates	Elementary	K-6	100%	729	659	90%	729	684	94%	729	712	98%	729	724	99%	751	742	99%	795	779	98%
Indialantic	Elementary	K-6	100%	798	686	86%	798	686	86%	798	685	86%	798	671	84%	798	676	85%	798	651	82%
Jupiter	Elementary	PK-6	100%	930	729	78%	930	735	79%	930	801	86%	930	882	95%	974	940	97%	1,040	1,030	99%
Lockmar	Elementary	PK-6	100%	892	585	66%	892	585	66%	892	569	64%	892	552	62%	892	558	63%	892	559	63%
Longleaf	Elementary	PK-6	100%	790	631	80%	790	637	81%	790	613	78%	790	590	75%	790	563	71%	790	528	67%
Manatee	Elementary	K-6	100%	998	898	90%	998	910	91%	998	889	89%	998	845	85%	998	888	89%	998	881	88%
McAuliffe	Elementary	PK-6	100%	838	621	74%	838	621	74%	838	580	69%	838	568	68%	838	553	66%	838	528	63%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	825	74%	1,114	825	74%	1,114	779	70%	1,114	773	69%	1,114	805	72%	1,114	843	76%
Meadowlane Primary	Elementary	K-6	100%	824	651	79%	824	666	81%	824	660	80%	824	630	76%	824	618	75%	824	613	74%
Mila	Elementary	PK-6	100%	707	435	62%	707	435	62%	707	439	62%	707	396	56%	707	383	54%	707	362	51%
Mims	Elementary	PK-6	100%	725	464	64%	725	464	64%	725	481	66%	725	512	71%	725	525	72%	725	513	71%
Oak Park	Elementary	PK-6	100%	968	505	52%	968	505	52%	968	471	49%	968	478	49%	968	475	49%	968	447	46%
Ocean Breeze	Elementary	PK-6	100%	654	554	85%	654	550	84%	654	542	83%	654	533	81%	654	534	82%	654	531	81%
Palm Bay Elem	Elementary	PK-6	100%	983	586	60%	983	613	62%	983	610	62%	983	627	64%	983	630	64%	983	636	65%
Pinewood	Elementary	PK-6	100%	569	521	92%	591	521	88%	591	541	92%	613	572	93%	613	598	98%	613	600	98%
Port Malabar	Elementary	PK-6	100%	852	640	75%	852	640	75%	852	683	80%	852	746	88%	852	760	89%	852	795	93%
Quest	Elementary	PK-6	100%	932	693	74%	932	693	74%	932	684	73%	932	681	73%	932	685	73%	932	697	75%
Riviera	Elementary	PK-6	100%	777	699	90%	777	714	92%	777	718	92%	799	780	98%	843	827	98%	887	866	98%
Roosevelt	Elementary	K-6	100%	599	288	48%	599	298	50%	599	269	45%	599	256	43%	599	239	40%	599	220	37%
Sabal	Elementary	PK-6	100%	785	500	64%	785	500	64%	785	503	64%	785	516	66%	785	534	68%	785	535	68%
Saturn	Elementary	PK-6	100%	998	649	65%	998	649	65%	998	677	68%	998	821	82%	998	794	80%	998	786	79%
Sea Park	Elementary	PK-6	100%	461	337	73%	461	337	73%	461	327	71%	461	321	70%	461	326	71%	461	329	71%
Sherwood	Elementary	PK-6	100%	609	459	75%	609	459	75%	609	458	75%	609	459	75%	609	450	74%	609	441	72%
Sunrise	Elementary	PK-6	100%	913	759	83%	913	767	84%	913	836	92%	935	908	97%	1,023	1,004	98%	1,067	1,067	100%
Suntree	Elementary	K-6	100%	755	600	79%	755	602	80%	755	561	74%	755	541	72%	755	516	68%	755	480	64%
Surfside	Elementary	K-6	100%	541	442	82%	541	442	82%	541	425	79%	541	418	77%	541	417	77%	541	407	75%
Tropical	Elementary	K-6	100%	910	669	74%	910	669	74%	910	614	67%	910	600	66%	910	572	63%	910	545	60%
Turner	Elementary	PK-6	100%	874	555	64%	874	564	65%	874	589	67%	874	647	74%	874	675	77%	874	691	79%
University Park	Elementary	PK-6	100%	811	487	60%	811	487	60%	811	545	67%	811	592	73%	811	642	79%	811	658	81%
Viera Elem	Elementary	K-6	100%	1,030	695	67%	1,030	717	70%	1,030	759	74%	1,030	857	83%	1,030	926	90%	1,074	1,061	99%
Westside	Elementary	K-6	100%	857	799	93%	857	846	99%	923	922	100%	989	974	98%	1,033	988	96%	1,099	1,100	100%
Williams	Elementary	PK-6	100%	715	451	63%	715	450	63%	715	443	62%	715	414	58%	715	411	57%	715	415	58%
Elementary Totals				**42,215**	**30,468**		**42,237**	**30,778**		**42,303**	**30,996**		**42,435**	**31,549**		**42,677**	**31,905**		**43,007**	**32,280**	

School	Type	Grades	Utilization Factor	School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
				FISH Capacity	10/14/22 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Middle School Concurrency Service Areas																					
Central	Middle	7-8	90%	1,514	1,129	75%	1,514	1,129	75%	1,514	1,158	76%	1,514	1,228	81%	1,514	1,289	85%	1,514	1,377	91%
DeLaura	Middle	7-8	90%	960	842	88%	960	844	88%	960	902	94%	960	820	85%	960	789	82%	960	826	86%
Hoover	Middle	7-8	90%	680	505	74%	680	505	74%	680	534	79%	680	574	84%	680	577	85%	680	588	86%
Jackson	Middle	7-8	90%	660	550	83%	660	550	83%	660	545	83%	660	538	82%	660	555	84%	660	588	89%
Jefferson	Middle	7-8	90%	873	608	70%	873	608	70%	873	600	69%	873	609	70%	873	563	64%	873	548	63%
Johnson	Middle	7-8	90%	1,064	610	57%	1,064	610	57%	1,064	650	61%	1,064	698	66%	1,064	753	71%	1,064	825	78%
Kennedy	Middle	7-8	90%	869	671	77%	869	671	77%	869	687	79%	869	670	77%	869	669	77%	869	677	78%
Madison	Middle	7-8	90%	781	446	57%	781	453	58%	781	484	62%	781	452	58%	781	476	61%	781	593	76%
McNair	Middle	7-8	90%	616	365	59%	616	369	60%	616	346	56%	616	354	57%	616	337	55%	616	347	56%
Southwest	Middle	7-8	90%	1,230	920	75%	1,230	920	75%	1,230	1,024	83%	1,230	1,127	92%	1,289	1,174	91%	1,289	1,285	100%
Stone	Middle	7-8	90%	1,076	668	62%	1,076	708	66%	1,076	799	74%	1,076	823	76%	1,076	890	83%	1,076	977	91%
Middle Totals				**10,323**	**7,314**		**10,323**	**7,367**		**10,323**	**7,729**		**10,323**	**7,893**		**10,382**	**8,072**		**10,382**	**8,631**	
Junior / Senior High School Concurrency Service Areas																					
Cocoa	Jr / Sr High	PK, 7-12	90%	2,097	1,545	74%	2,097	1,536	73%	2,097	1,555	74%	2,097	1,525	73%	2,097	1,518	72%	2,097	1,470	70%
Cocoa Beach	Jr / Sr High	7-12	90%	1,445	983	68%	1,445	1,000	69%	1,445	1,000	69%	1,445	941	65%	1,445	928	64%	1,445	867	60%
Space Coast	Jr / Sr High	7-12	90%	1,852	1,534	83%	1,852	1,534	83%	1,852	1,505	81%	1,852	1,450	78%	1,852	1,428	77%	1,852	1,402	76%
Jr / Sr High Totals				**5,394**	**4,062**		**5,394**	**4,070**		**5,394**	**4,060**		**5,394**	**3,916**		**5,394**	**3,874**		**5,394**	**3,739**	
Senior High School Concurrency Service Areas																					
Astronaut	High	9-12	95%	1,451	1,109	76%	1,451	1,109	76%	1,451	1,123	77%	1,451	1,129	78%	1,451	1,164	80%	1,451	1,158	80%
Bayside	High	9-12	95%	2,263	1,851	82%	2,263	1,885	83%	2,263	2,023	89%	2,263	2,099	93%	2,263	2,175	96%	2,382	2,371	100%
Eau Gallie	High	PK, 9-12	95%	2,221	1,582	71%	2,221	1,582	71%	2,221	1,597	72%	2,221	1,625	73%	2,221	1,631	73%	2,221	1,693	76%
Heritage	High	9-12	95%	2,314	2,033	88%	2,314	2,055	89%	2,314	2,065	89%	2,314	2,057	89%	2,314	2,099	91%	2,314	2,171	94%
Melbourne	High	9-12	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,248	95%	2,370	2,284	96%	2,370	2,345	99%
Merritt Island	High	PK, 9-12	95%	1,962	1,546	79%	1,962	1,546	79%	1,962	1,512	77%	1,962	1,457	74%	1,962	1,437	73%	1,962	1,454	74%
Palm Bay	High	PK, 9-12	95%	2,657	1,483	56%	2,657	1,495	56%	2,657	1,581	60%	2,657	1,683	63%	2,657	1,704	64%	2,657	1,700	64%
Rockledge	High	9-12	95%	1,836	1,559	85%	1,836	1,559	85%	1,836	1,640	89%	1,836	1,699	93%	1,836	1,693	92%	1,836	1,620	88%
Satellite	High	PK, 9-12	95%	1,527	1,518	99%	1,551	1,536	99%	1,551	1,433	92%	1,551	1,413	91%	1,551	1,359	88%	1,551	1,299	84%
Titusville	High	9-12	95%	1,813	1,313	72%	1,813	1,333	74%	1,813	1,335	74%	1,813	1,351	75%	1,813	1,316	73%	1,813	1,322	73%
Viera	High	PK, 9-12	95%	2,141	2,289	**107%**	2,474	2,319	94%	2,474	2,391	97%	2,474	2,417	98%	2,569	2,579	**100%**	2,664	2,660	100%
High Totals				**22,555**	**18,528**		**22,912**	**18,664**		**22,912**	**18,945**		**22,912**	**19,178**		**23,007**	**19,441**		**23,221**	**19,793**	
Schools of Choice (Not Concurrency Service Areas)																					
Freedom 7	Elementary	K-6	100%	475	403	85%	475	414	87%	475	414	87%	475	414	87%	475	414	87%	475	414	87%
Stevenson	Elementary	K-6	100%	569	506	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%
South Lake	Elementary	K-6	100%	481	434	90%	657	453	69%	657	471	72%	657	489	74%	657	507	77%	657	529	81%
West Melbourne	Elementary	K-6	100%	618	549	89%	618	552	89%	794	570	72%	794	588	74%	794	606	76%	794	624	79%
Edgewood	Jr / Sr High	7-12	90%	1,077	938	87%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%
West Shore	Jr / Sr High	7-12	90%	1,264	930	74%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%
Schools of Choice				**4,484**	**3,760**		**4,660**	**3,827**		**4,836**	**3,863**		**4,836**	**3,899**		**4,836**	**3,935**		**4,836**	**3,975**	
Brevard Totals				**84,971**	**64,132**		**85,526**	**64,706**		**85,768**	**65,593**		**85,900**	**66,435**		**86,296**	**67,227**		**86,840**	**68,418**	

Notes

1. FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2022-23 are reported from the FISH database as of October 14, 2022.
2. Student Membership is reported from the Fall Final Membership Count (10/14/2022).
3. Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
   - Development Projections from Brevard County Local Government Jurisdictions
   - Brevard County School Concurrency Student Generation Multipliers (SGM)
   - Fall Membership student addresses and corresponding concurrency service areas
   - Student Mobility Rates / Cohort Survival Rates
   - Brevard County Birth rates by zip code
4. Davis Demographics estimates are then adjusted using the following factors:
   - PK (Pre-Kindengarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
   - Current From/To attendance patterns are assumed to remain constant.
   - Nongeocoded student addresses are assumed to continue in their attendance schools.
   - Charter School Growth.
5. In order to maintain utilization rates lower than the 100% Level of Service, Permanent Capacity and Relocatable Classrooms are assumed to add future student stations as necessary.
6. If student projections are accurate, the school board could add additional classroom capacity, implement attendance boundary changes, or add relocatable classrooms. A south area elementary school is planned for the future growth, but the exact timing hasn't been established.
   If only relocatable classrooms are used for the next 5 years, the following changes would be needed to accommodate projected growth. These schools are being analyzed for the best options to accommodate additional students.
   - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
   For school year 2023-24, no additional capacity is needed.
   For school year 2024-25, a total of 3 intermediate classrooms are projected for Westside Elementary School
   For school year 2025-26, a total of 6 intermediate classrooms are projected for Pinewood (1), Riveria (1), Sunrise (1) and Westside (3) Elementary Schools.
   For school year 2026-27, a total of 14 intermediate classrooms are projected for Imperial Estates (1), Jupiter (2), Riviera (2), Sunrise (4), Westside (2) Elementary Schools, and Southwest Middle School (3). 4 High School relocatable classrooms are proposed for Viera High School.
   For school year 2027-28, a total of 15 intermediate classrooms are projected for Roy Allen (1), Imperial Estates (2), Jupiter (3), Riveria (2), Viera El (2), Sunrise (2), and Westside (3) Elementary Schools. 9 High School relocatable classrooms are proposed for Bayside (5) and Viera (4) High.
7. A classroom addition is planned for construction at Viera High School for 2023-24. The factored capacity is adjusted for the proposed 350 student stations.
8. A classroom addition is planned for construction at South Lake Elementary School for 2023-24. The factored capacity is adjusted for the proposed 176 student stations.
9. A classroom addition is planned for construction at West Melbourne School of Science for 2024-25. The factored capacity is adjusted for the proposed 176 student stations.
10. Capacity adjusted for Board approved addition of one relocatable each at Pinewood Elementary and Satellite High Schools for school year 2024-25 forward.

Legislation Details (With Text)

File #:	23-547	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/5/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Adopt on Second and Final Reading Ordinance 19-2023, a Zoning Text Amendment regarding height and placement of Visual screens, including fences and walls, for certain residential uses. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Ordinance No. 19-2023 - Zoning Text Amend Visual Screens v2.pdf Exhibit B - Legal Ad.pdf Visual Aid - Ordinance 19-2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2023
Agenda Date: September 12, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Adopt on **Second and Final Reading** Ordinance 19-2023, a Zoning Text Amendment regarding height and placement of Visual screens, including fences and walls, for certain residential uses.

BACKGROUND:

The subject of this Zoning Text Amendment is a result of multiple residences being cited by Code Enforcement for existing and newly installed fences on side corner lots that do not meet the height and setback requirements as required in Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 5. After a brief examination of properties around the city, a zoning text amendment was proposed to create a new standard for Visual Screens that will allow homeowners increased flexibility with front and corner lot fencing.

Project Name: Zoning Ordinance Text Amendment - Visual Screens
Project No.: PZ-23-02000006
Meeting Date: August 16, 2023
Applicant: City of Cocoa
Property Owner: N/A
Project Location: Various Residential Zoning Districts

Future Land Use Designation: Various

Zoning District: Various

Existing Land Use: N/A

Council District: City-wide

Legal Ad Date: September 1, 2023

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objective of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change
Code Enforcement has cited many local residents in the past six (6) months whose properties are situated on corner lots and do not comply with the current maximum height and setback regulation for fences. Through this proposed code update, the requirements can be more clearly understood while bringing multiple properties in to compliance. Additional changes are proposed to modify or eliminate requirements that are not necessary. Visual Screen requirements can be found in Appendix A, Article XIII, Section 5 of the City of Cocoa Code of Ordinances. The specific requirements are below:

Sec 5. - Visual Screens (fences, walls, hedges)
a) Applicability. This section shall apply to the erection, construction, installation, maintenance or replacement of any fence or wall.
b) Definitions. For the purpose of this section, the following word or phases shall have the meaning provided below, unless the context clearly indicates otherwise:
Fence shall mean a vertical or horizontal barrier of nonliving material erected to enclose or screen from view areas of land.
Wall shall mean a vertical or horizontal opaque barrier of stone, brick, concrete block.
c) Permit required. No fence or wall shall be erected, constructed installed or replaced unless specifically excepted herein, without first obtaining a building permit. Any application for a fence or wall permit shall include a certified boundary survey or other accurate and drawn to scale plan, which at a minimum includes the following:
1) Location of all property lines;
2) Exact location and dimension of the proposed fence or wall;
3) The location, dimension, and set-backs for all structures and easements located upon the property; and
4) The type of construction to be used for the fence or wall.

Following Staff analysis, the proposed amendments to the Zoning Ordinance, attached as Exhibit A,

Ordinance 19-2023, are recommended for corner lot side yards:

- Remove the specific requirement in fence and wall bulk regulations described as “in front of a principal structure”.
- Clarify the height maximum requirement for fences located behind the front building as 6’. Eliminate the 4’ max requirement for fences located on the side corner setback to avoid confusion.

- Provide for a fence to be located with a minimum of 5’ from the nearest edge of a sidewalk within the side corner setback, or at the property line within the side corner setback if no sidewalk exists.

- Provide direction that the site visibility triangle must be maintained.

If approved, the proposed amendment will impact residential zoning districts for single-family, duplex dwellings, and 3 to 9-dwelling unit developments.

Relationship and consistency with Comprehensive Plan Policies and Objectives
The proposed changes will not negatively impact existing neighborhoods and will help to clarify requirements regarding Visual Screens. Having clear requirements will help with the enforcement of regulations for the Permitting and Code Enforcement Divisions. Furthermore, there will be no negative impacts on the City’s level of service standards regarding these changes.

- Objective 3.2.4: Neighborhood Preservation. The City of Cocoa shall promote neighborhood preservation through the continued application and enforcement of zoning district regulations, land development regulations, and nuisance abatement regulations

At the August 16th Planning and Zoning Meeting, Board members voted to recommend approval by City Council. At the August 22nd Council meeting, Council approved the First Reading of Ordinance 19-2023.

Staff recommends consideration of the Second and Final Reading of Ordinance 19-2023. .

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Ordinance 03-2009 for Visual Screens was approved on January 14, 2009
Planning and Zoning Board recommended approval to the City Council on August 16, 2023.
City Council approved First reading on August 22nd , 2023.

RECOMMENDED MOTION:

Adopt on **Second and Final Reading** Ordinance 19-2023, a Zoning Text Amendment regarding

height and placement of Visual screens, including fences and walls for certain residential uses.

ORDINANCE NO. 19-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA RELATING TO HEIGHT OF VISUAL SCREENS, INCLUDING FENCES AND WALLS, FOR CERTAIN RESIDENTIAL USES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under Section 2(b), Art. VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Appendix A, *Zoning*, Article XIII, *Supplementary District Regulations*, Section 5, *Visual Screens (Fences, Walls, Hedges)*, of the Code of Ordinances of the City of Cocoa, Florida, sets forth standards for the erection, construction, installation, maintenance or replacement of any fence or wall; and

WHEREAS, the City Council desires to amend Appendix A, Article XIII, Section 5, to provide that fences or walls on side corner lot yards may be 6 feet in height, maximum, and do not have to be located behind the side corner yard setback line, provided that the fence or wall is located behind the front building line, is at least 5 feet from the nearest sidewalk, and the visibility triangle is maintained; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

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

Section 2. **Zoning Text Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article XIII, Section 5, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XIII. It is intended that the text in Appendix A, Article XIII denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

*** * ***

APPENDIX A – ZONING

*** * ***

Article XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

*** * ***

Sec. 5. Visual screens (fences, walls, hedges).

(a) *Applicability.* This section shall apply to the erection, construction, installation, maintenance or replacement of any fence or wall.

(b) *Definitions.* For the purpose of this section, the following words or phrases shall have the meaning provided below, unless the context clearly indicates otherwise:

Fence shall mean a vertical or horizontal barrier of nonliving materials erected to enclose or screen from view areas of land.

Wall shall mean a vertical or horizontal opaque barrier of stone, brick, or concrete block.

(c) *Permit required.* No fence or wall shall be erected, constructed, installed or replaced, unless specifically excepted herein, without first obtaining a building permit. Any application for a fence or wall permit shall include a certified boundary survey or other accurate and drawn to scale plan, which at a minimum includes the following:

(1) Location of all property lines;

(2) Exact location and dimension of the proposed fence or wall;

(3) The location, dimension, and set-backs for all structures and easements located upon the property; and

(4) The type of construction to be used for the fence or wall.

(d) *General Requirements.* The general standards to be applied to fences and walls are provided in the table below.

Fence and Wall Bulk Regulations							
Category	Specific Requirement	Residential zoning districts				Commercial zoning districts	Industrial zoning districts
		Single-family and duplex dwellings	3 to 9 dwelling unit development	10 or more dwelling unit development	Perimeter of subdivisions with 6 or more lots		
Height (shall be measured from the highest finished grade of the properties within 5' of the common boundary line to the highest point of the fence or wall.)	Front yard (and in front of a principal structure)	4' max.	4' max	6' max.	8' max.	8' max.	8' max.
	Side corner lot yard ~~(and in front of a principal structure)~~	**~~4' max.;~~ ~~may be~~ 6' max. behind the ~~side corner lot setback or~~ front building line and may be located within the side corner setback, including on the side property line, so long as the fence is at least 5' from the nearest edge of a sidewalk if**	**~~4' max.;~~ ~~may be~~ 6' max. behind the ~~side corner lot setback or~~ front building line and may be located within the side corner setback, including on the side property line, so long as the fence is at least 5' from the nearest edge of a sidewalk if**	6' max.	8' max.	8' max.	8' max.

		a sidewalk exists and the site visibility triangle is maintained~~, whichever is less~~.	**a sidewalk exists and the site visibility triangle is maintained~~, whichever is less~~.**				
	Side interior (and behind the front of a principal structure)	6' max.	6' max.	6' max.	8' max.	10' max.	10' max.
	Rear yard	6' max.	6' max.	6' max.	8' max.	10'max.	10' max.
* * *							

Section 3. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12 day of September, 2023.

_____

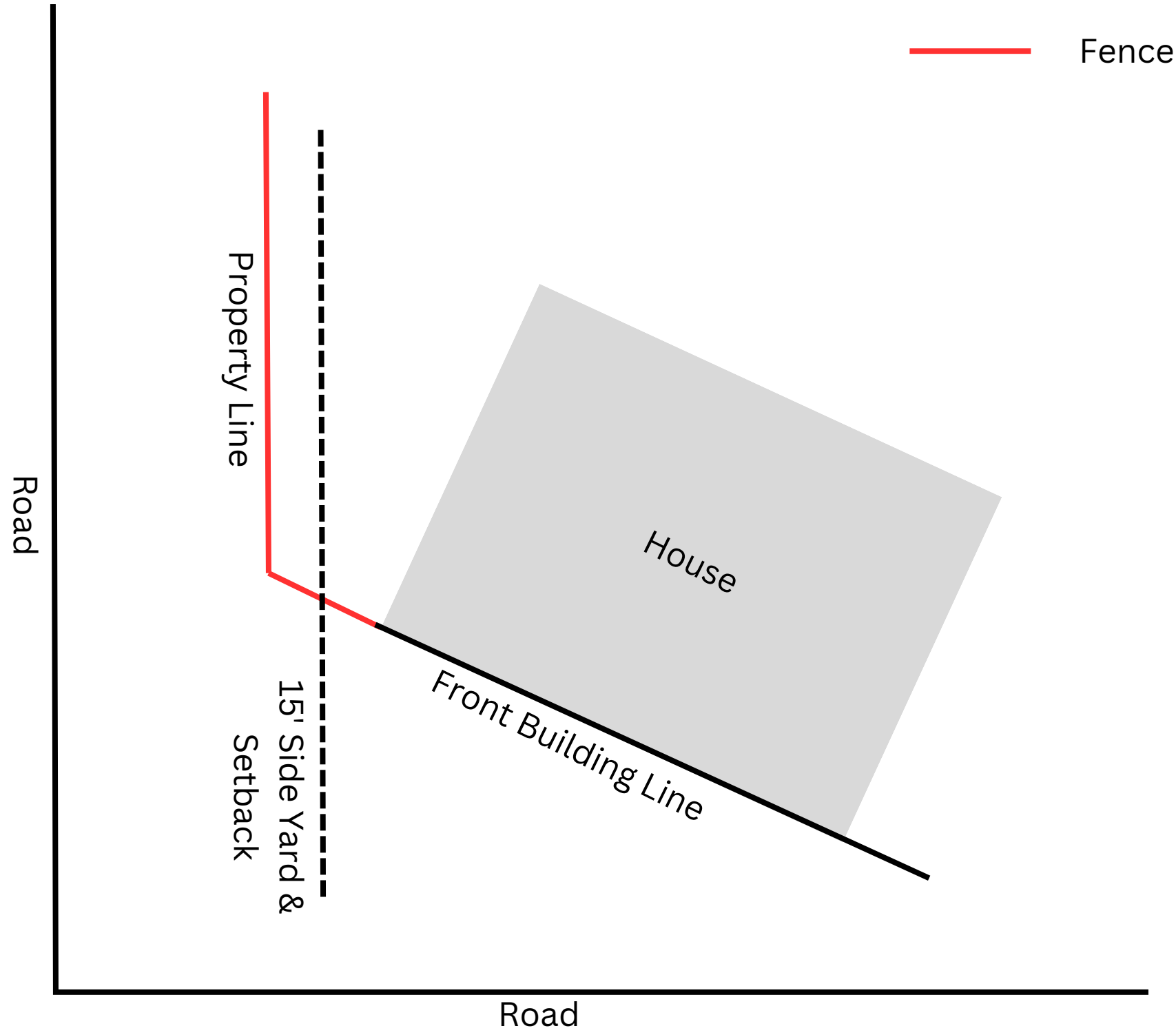
MICHAEL C. BLAKE, Mayor

ATTEST:

_____

MONICA ARSENAULT, Interim City Clerk

Legal Ad Published:	08/10/2023
First Reading:	08/22/2023
Legal Ad Published:	09/01/2023
Effective Date:	09/12/2023


Fence
Road
Property Line
15' Side Yard &
Setback
House
Front Building Line
Road

Legislation Details (With Text)

File #:	23-548	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/6/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Adopt on Second and Final Reading of Ordinance 07-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; amending figure FLU-1 set forth in the Future Land Use element to provide the RU-1-7 Zoning District as an allowable Zoning District in the Medium Density Residential Future Land use category and to provide the Institutional Zoning District as an allowable Zoning District in multiple Future Land Use categories. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 07-2023.pdf Exhibit A - RU-1-7 zoned parcels.pdf Exhibit B - MDR FLU in conflict.pdf Exhibit C - Figure FLU-1.pdf Exhibit D - Legal Ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2023
Agenda Date: September 12, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Adopt on **Second and Final Reading** of Ordinance 07-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; amending figure FLU-1 set forth in the Future Land Use element to provide the RU-1-7 Zoning District as an allowable Zoning District in the Medium Density Residential Future Land use category and to provide the Institutional Zoning District as an allowable Zoning District in multiple Future Land Use categories.

BACKGROUND:

In order to encourage redevelopment, the City proposes a Comprehensive Plan Text Amendment (Ordinance 07-2023), amending the Comprehensive Plan Future Land Use figure FLU-1 (Policy 1.1.1.2) by adding RU-1-7 Zoning as a Medium-Density Residential (MDR) Future Land Use, thus making the single-family residential an allowable option under the Medium-Density Residential FLU. The proposed plan amendment is anticipated to assist in attaining the following cited goals and objectives and appears to be consistent with the following cited policies of the Comprehensive Plan.

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Policy 1.1.1.1: Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.
Policy 1.1.2.4 Medium Density Residential (MDR). Medium-density residential areas shall be regarded as areas of moderate-density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium-density residential areas.

Staff determined that there was a need to revise the standards for Future Land Use categories in order to better position the city and the development community for further single-family housing development and construction. In multiple areas of the City, particularly in the Diamond Square Redevelopment Area, the Medium Density Future Land Use is not consistent with the existing RU-1-7 zoning because RU-1-7 is not currently an allowable zoning district in MDR in accordance with Figure FLU-1. This amendment will resolve the inconsistency for many properties in the City. Moreover, the addition of RU-1-7 as an allowable zoning district in the Medium Density Residential FLU is consistent with existing zoning regulations. Specifically, the Medium Density Residential FLU already permits RU-2-15 as an allowable zoning district. However, single-family residential development is permitted under the RU-2-15 zoning district, as regulated by RU-1-7. Accordingly, the addition of RU-1-7 as an allowable zoning district in MDR FLU will be consistent with already existing zoning regulations and development.

Also, the City of Cocoa has initiated an amendment under the same Ordinance, intended to clarify that the Institutional Zoning District, as cited in Ordinance 13-2012, is an allowable Zoning District in the High-Density Residential, Neighborhood Commercial, and Commercial Future Land Use categories rather than in only the Open Space Recreational and Institutional Future Land Use categories.

On August 14, 2012, the City Council of the City of Cocoa adopted Ordinance 13-2012 to create the Institutional Zoning District which intended to provide locations for public and semipublic facilities of a religious, educational, health, or cultural nature. This district is further intended to provide a set of setbacks and other standards that are responsive to the unique scale and other considerations common to these types of uses. This district is further intended to reduce land use conflicts and ensure that institutions are appropriately integrated into the community. Institutional uses are already allowed in almost all Future Land Use categories of the City. The amendment is consistent with the following cited policies of the City of Cocoa Comprehensive Plan because public and semipublic facilities of a religious, educational, health, or cultural nature are compatible with commercial and high-density residential areas and uses.

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.
Policy 1.1.1.1: Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development

regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.

Policy 1.1.2.5: High Density Residential (HDR). High-density residential areas shall be deemed to be areas of attached multi-unit dwellings and detached housing where a mixture of unit types and a variety of buildings may be permitted. The following criteria shall be used for determining appropriate locations for high density residential areas.

Policy 1.1.2.8: Neighborhood Commercial (NCOMM). Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.

Policy 1.1.2.9: Commercial (COMM). Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. The following criteria shall be used for determining appropriate locations for commercial land use designations on the future land use map.

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa
Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:
(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget or the economy of the city or the region;

Staff Finding: The proposed amendment resolves Zoning inconsistencies with the Future and Land Use (FLUM) and the City of Cocoa Comprehensive Plan standards for Future Land Use categories, establishing a more appropriate and logical land use pattern in certain areas within the City of Cocoa. It also increases property value, the potential for additional tax revenue, and other benefits to the local economy.

The second proposed text amendment, allowing Institutional uses in almost all Future Land use categories, expands the zone designation as an effective local planning strategy for stimulating investments in areas previously not permitted, giving the community an option for new museums, libraries, schools publicity-owned recreational facilities or places of worship.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The proposed amendments will not negatively impact or diminish the service level of public facilities. Allowing single-family residential in the MDR FLU designation will increase the land area available in the City for residential housing developments. The impact of any proposed residential development on public facilities will be analyzed on a case-by-case basis for any proposed new residential development.

The increase in the Future Land Use categories that allow Institutional Zoning Districts broadens the potential for new public facility locations throughout the City.

Potable Water: The City of Cocoa Utilities Department serves the subject area for water service. Any

site modifications that will increase the existing demand will be reviewed as part of the engineering review process, and the applicant proposing the increase will be responsible for any modifications, as needed, to the potable water system.

Sanitary Sewer: The subject area is served by the City of Cocoa Utilities Department for sewer service. The current sewer capacity in the City can provide service to the area. Any site modifications that will increase the existing demand will be reviewed as part of the engineering review process, and the applicant proposing the increase will be responsible for any modifications, as needed, to the sewer system.

Solid Waste: The solid waste service to this parcel is provided through the City's Solid Waste Agreement. Solid Waste service shall be provided to the site in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Submittal for new developments will be required to adhere to the City's stormwater level of service standards upon submittal of any site plan application if site plan modifications or building permits are applied for in the future.

Transportation: If a property is modified from its current use, a traffic impact analysis or Trip memorandum may be required to determine potential traffic impacts

Parks: The LOS level is 1.25 acres of developed recreational area per 1000 population. The number of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan. Multi-family projects typically provide on-site open space for their residents as well.

Schools: A Concurrency Determination must be performed by the School District prior to a site plan being issued for the property in accordance with Policy 11.1.2.2 of the Comprehensive Plan, Public School Facilities Element.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The text amendments will not impact natural or historical resources.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed text amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner."

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective

use of or unduly burden public facilities below the level of service set in the comprehensive plan;
Staff Finding: The proposed text amendment would not alter the City's ability to provide service capacity to lands under the Medium-Density Residential FLU designation.
The initiative to add Institutional uses in almost all Future Land use categories benefits the local Council Districts by creating a far-reaching area for new public facilities that can support the City of Cocoa's thriving community.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The surrounding properties all carry a FLU of Commercial or Medium Density Residential.). Staff believes this land use is appropriate and meets the intention of the comprehensive plan related to the MDR land use. The proposed FLU text amendment will provide an opportunity for an additional form of housing closer to commercial uses and job centers.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Land Use Element
GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Policy 1.1.1.1: Land Use Categories. The adopted FLUM contains and identifies appropriate locations for the following land use categories. The maximum densities/intensities shown in Figure FLU-1 are not guaranteed for all sites within each category. The zoning map and land development regulations may impose tighter densities and intensities of development based on land use allocation criteria policies.

Policy 1.1.2.4 Medium Density Residential (MDR). Medium-density residential areas shall be regarded as areas of moderate-density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium-density residential areas.

Policy 1.1.2.5: High Density Residential (HDR). High-density residential areas shall be deemed to be areas of attached multi-unit dwellings and detached housing where a mixture of unit types and a variety of buildings may be permitted. The following criteria shall be used for determining appropriate locations for high density residential areas.

Policy 1.1.2.8: Neighborhood Commercial (NCOMM). Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.
Policy 1.1.2.9: Commercial (COMM). Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. The following criteria shall be used for determining appropriate locations for commercial land use designations on the future land use map.

B. It is the intent of the City to provide these areas with safe and convenient pedestrian access to nearby recreation and shopping facilities.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a favorable effect on the ability of people to find adequate housing by increasing available units and choice of housing type.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city.

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality without any negative impacts on public health, safety, and welfare.

At the June 7th P&Z meeting, members recommended approving Ordinance 07-2023, and on July 11, 2023, Council approved the First Reading.

After formal submittal to the Florida Department of Economic Opportunity and no subsequent comments from local jurisdictions, staff recommends consideration of the Second and Final Reading of Ordinance 07-2023.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

June 7, 2023, Planning & Zoning: Recommended approval of Ordinance 07-2023.
On July 11, 2023, the City Council approved First Reading.
Transmitted to the Florida Department of Economic Opportunity.

RECOMMENDED MOTION:

Adopt on **Second and Final Reading** of Ordinance 07-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; amending figure FLU-1 set forth in the Future Land Use element to provide the RU-1-7 Zoning District as an allowable Zoning District in the Medium Density Residential Future Land use category and to provide the Institutional Zoning District as an allowable Zoning District in multiple Future Land Use categories.

ORDINANCE NO. 07-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING FIGURE FLU-1 SET FORTH IN THE FUTURE LAND USE ELEMENT TO PROVIDE THE RU-1-7 ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN THE MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CATEGORY AND TO PROVIDE THE INSTITUTIONAL ZONING DISTRICT IS AN ALLOWABLE ZONING DISTRICT IN MULTIPLE FUTURE LAND USE CATEGORIES; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, the purpose of this Ordinance is to amend Figure FLU-1 set forth in the Future Land Use Element of the Comprehensive Plan, which establishes the uses and zoning districts allowed in each future land use category; and

WHEREAS, the City Council finds that it is desirable to enact this amendment, and hereby provides the data and analysis and legal basis set forth herein to support the Comprehensive Plan amendment approved hereunder; and

WHEREAS, the first text amendment herein is intended to add the RU-1-7, Single Family Residential Zoning District, to the list of "Applicable Zoning Districts" in the Medium Density Residential Future Land Use category; and

WHEREAS, adding the RU-1-7 zoning district to the list of allowable zoning districts in the Medium Density Residential Future Land Use category will resolve an existing inconsistency for many single-family residential neighborhoods, particularly in the Diamond Square area of the City; and

WHEREAS, the addition of the RU-1-7 zoning district to the Medium Density Residential Future Land Use category is consistent with medium density residential zoning districts, such as the RU-2-15 zoning district, which already allow for single-family residential development as regulated by the RU-1-7 zoning district; and

WHEREAS, the second text amendment is intended to clarify that the Institutional zoning district, created via Ordinance in 2012, is an allowable zoning district in the High Density Residential, Neighborhood Commercial, and Commercial Future Land Use categories, rather than in only the Open Space Recreational and Institutional Future Land Use Categories; and

WHEREAS, institutional uses are allowable in almost all Future Land Use categories in the City, but the Institutional zoning district has rarely been utilized and implemented since its adoption in 2012 because of the time and resources that must necessarily be expended to apply for further comprehensive plan amendments to change the future land use map to Institutional or Open Space/Recreational for a particular property; and

WHEREAS, institutional uses, such as government administrative offices, public safety buildings, public and private schools and learning centers, religious institutions, hospitals and nursing homes, cultural institutions, such as museums, libraries, community centers, and art galleries, public playgrounds, and utility facilities, are all uses that are appropriate and common in commercial and high-density residential settings; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference as data and analysis to support the adoption of this Ordinance.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes, and in furtherance of compliance with the Consent Decree.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of

the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Element. The City of Cocoa Comprehensive Plan, Future Land Use Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan, Future Land Use Element. It is intended that the text in the Future Land Use Element denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

Residential and Conservation Future Land Use Categories:

	Very Low Density Residential	**Low Density Residential**	**Medium Density Residential**	**High Density Residential**	**Conservation**	**Rural Urban Transition**
Maximum Density	4 du/acre	7 du/acre[1]	15 du/acre	25 du/acre		1 du/2.5 acres
Allowable Uses	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, and Open Space/ Recreational	Residential, Institutional, Office and Open Space/ Recreational	Conservation and Open Space/ Recreational	Residential, Conservation, Open Space/ Recreational, and Agriculture
Applicable Zoning Districts	RE, RA, RR-1, RR-2, RU-1-10, RU 1-7, RU 1-7A, RM-3, and PUD	RU-1-10, RU-1-7, RU-1-7A, RU-2-10, RU-2-15, RM-3, RM-4, and PUD	RU-1-7, RU 2-15, RM-4, and PUD	RU-2-15, RU 2-25, Inst, and PUD	Not Applicable	RA, RR-1, and RR-2
Maximum Impervious Surface Ratio	.40 .65 w/PUD	.65	.70	.80	.10	.30

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

	Commercial	**Neighborhood Commercial**	**Regional Activity Center**	**Industrial**	**Open Space Recreational**	**Institutional**	**Mixed Use**
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, Inst, and PUD	C-N, C-R, R-P, P-S, Inst and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

NOTES FOR FIGURE FLU-1:

1. Maximum density may be increased up to 12 due/acre as part of a planned residential development or planned redevelopment activities (*Policy 1.2.3.C*).
2. An additional 5 units per acre may be achieved if residential units are developed as part of a vertical mixed use project.
3. Maximum FAR in the Cocoa RDA is 2.0 and a bonus may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay sub-district. An additional 25 units per acre may be achieved in certain areas within the Cocoa RDA.
4. Four (4) acre maximum land area for new Neighborhood Commercial and one (1) acre maximum site land area.
5. Minimum land area of 50 acres and minimum cumulative gross floor area of 500,000 sq. ft. for all structures.
6. Commercial uses that are complementary to and support industrial development and operations.
7. Maximum residential density shall be 25 du/acre, except where reduced by the underlying zoning district regulations.
8. Residential uses shall be permitted only where allowed in the underlying zoning district.
9. Notwithstanding the base level maximum density stated in the above chart and Notes 2 & 3, the maximum density may be increased by the City Council for certain approved redevelopment projects on properties designated Cocoa Village Subdistrict with a Commercial/Mixed Use Large (CL) building type on the Cocoa Waterfront Overlay District Regulating Plan pursuant to Policy 1.1.2.6.

* * *

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state

land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

LPA/P&Z: _____

First Reading: _____

Second Reading: _____

Effective Date: _____

N

HIGHWAY 528

N HIGHWAY 1

HIGHWAY 524

MICHIGAN AV

N COCOA BLVD

DIXON BLVD

N RANGE RD

CLEARLAKE RD

N FISKE BLVD

I 95 HWY

HIGHWAY 520

W KING ST

KING ST

WILLARD ST

W MERRITT ISLAND CSWY

S COCOA BLVD

S FISKE BLVD

0 0.25 0.5 Miles

COCOA
FLORIDA

RU-1-7 ZONING WITH MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE CONFLICT

May 31, 2023

RU-1-7 - Single Family Residential (454 parcels)

Cocoa City Boundary

P20230530-69001.0.1

N

HIGHWAY 528

N HIGHWAY 1

HIGHWAY 524

MICHIGAN AV

N COCOA BLVD

DIXON BLVD

N RANGE RD

CLEARLAKE RD

N FISKE BLVD

I 95 HWY

HIGHWAY 520

W KING ST

KING ST

WILLARD ST

W MERRITT ISLAND CSWY

S COCOA BLVD

S FISKE BLVD

0 0.25 0.5 Miles

COCOA
FLORIDA

Medium Density Residential Future Land Use Conflicting with RU-1-7 Zoning

May 31, 2023

- RU-1-7 - Single Family Residential (454 parcels)
- Medium Density Residential
- Cocoa City Boundary

P20230530-69001.0.2

FUTURE LAND USE ELEMENT

* * *

FIGURE FLU-1
STANDARD FOR FUTURE LAND USE CATEGORIES

* * *

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	Very Low Density Residential	**Low Density Residential**	**Medium Density Residential**	**High Density Residential**	**Conservation**	**Rural Urban Transition**
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Applicable Zoning Districts	RE, RA, RR-1, RR-2, RU-1-10, RU 1-7, RU 1-7A, RM-3, and PUD	RU-1-10, RU-1-7, RU-1-7A, RU-2-10, RU-2-15, RM-3, RM-4, and PUD	RU-1-7, RU 2-15, RM-4, and PUD	RU-2-15, RU 2-25, Inst, and PUD	Not Applicable	RA, RR-1, and RR-2
Maximum Impervious Surface Ratio	.40 .65 w/PUD	.65	.70	.80	.10	.30

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

	Commercial	**Neighborhood Commercial**	**Regional Activity Center**	**Industrial**	**Open Space Recreational**	**Institutional**	**Mixed Use**
Maximum Intensity/ Density	1.0 FAR, 25 du/acre[7]	0.75 FAR, 25 du/acre[7]	0.50 FAR, 25 du/acre, and 45 hotel rooms /acre	1.50 FAR	0.25 FAR	1.0 FAR 25 du/acre	25 du/acre[2,3&9] 1.0 FAR[3]
Allowable Uses	Commercial, Office, Institutional, Residential[8], and Open Space/ Recreational	Commercial, Residential, Office, Institutional, and Open Space/ Recreational	Commercial, Industrial, Hotel, office, Residential, Institutional, and Open Space/ Recreational	Industrial and Commercial[6]	Not Applicable	Institutional	Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/ Recreational
Minimum Transportation Access	4 lane collector 2 lane arterial	2 lane collector	1 lane arterial that intersects SR 528 or I-95	2 lane collector 2 lane arterial	Not applicable	Not applicable	Not applicable
Applicable Zoning Districts	C-G, C-W, C-P, C-C, P-S, Inst, and PUD	C-N, C-R, R-P, P-S, Inst and PUD	UMD	M-1 and M-2	All Districts	All Districts	CBD, CBD-CVO, C-C, C-N, C-R, P-S, PUD, R-P, UMD
Maximum Impervious Surface Ratio	0.90	0.80	0.95	0.75	0.25	0.65	0.95 1.0 in CBD

Legislation Details (With Text)

File #:	23-549	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/6/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Adopt on Second and Final Reading Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment to the Transportation Element and Capital Improvements Element, removing minimum level of service standards for State Road 524. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 14-2023 Level of Service SR 524 SR524 trips.pdf LOS.pdf Cocoa 23-02ESR - Proposed Review Legal Ad.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 5, 2023
Agenda Date: September 12, 2023
Prepared By: Abigail Morgan, Interim Public Works Director/City Engineer
Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Adopt on **Second and Final Reading** Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment to the Transportation Element and Capital Improvements Element, removing minimum level of service standards for State Road 524.

BACKGROUND:

The City of Cocoa has seen unprecedented growth along the State Road 524 (SR 524) corridor, primarily between Interstate 95 (I-95) and Industry Road. This growth, along with the growth related to new development applications, has led to a deficiency in traffic volume on this corridor. SR 524 is a two-lane rural-style highway with traffic signals at Industry Road, London Boulevard, Cox Road, the Wal-Mart Distribution Center Driveway, Friday Road, and I-95. While this roadway is located within the City of Cocoa Limits, it is under the jurisdiction of the Florida Department of Transportation (FDOT). The roadway is functionally classified as an Urban Minor Arterial and carries the following maximum allowable volumes for the roadway segments indicated.

Roadway Segment	Maximum Allowable Volume (MAV)

I-95 to State Road 520	24,200
I-95 to Cox Road	18,590
Cox Road to Industry Road	19,470

The maximum allowable volume is based on the roadway's acceptable Level of Service (LOS), which is “D” for this roadway.

These volumes and LOS determinations are generated through a series of calculations that include roadway type, roadway characteristics (lane width, number of lanes, medians, terrain, turn lanes, etc.), traffic characteristics (flow rates, number of heavy vehicles, seasonal volumes, etc.), traffic control (signals, signal cycle time, etc.), and multimodal considerations (paved shoulders or bike lanes, pavement condition, on-street parking, sidewalks, etc.).

Generally, the higher the LOS, the more efficient those operating conditions are. Exhibit A provides a visualized graphic of these conditions. The maximum allowable volume (MAV) is based on the adopted LOS for a particular roadway. MAV is typically based on the Average Annual Daily Traffic (AADT) or the daily average number of vehicles on a roadway. Typically, the desirable LOS for a roadway is “C”. LOS A would indicate a very under-utilized roadway or overbuilt roadway.

The Space Coast Transportation Planning Organization performs traffic counts annually on several roadways throughout the County, including SR 524. Below is a table showing the latest traffic counts and MAVs:

Roadway Segment	**Adopted LOS**	**MAV**	**AADT (2022)**
I-95 to SR 520	D	24,200	6,280
I-95 to Cox Road	D	18,590	12,870
Cox Road to Industry Road	D	19,470	14,380

The volumes above do not represent currently approved projects or projects that are under construction. When a project is approved, roadway trips associated with that project become vested. The City tracks these vested trips against the available volumes. Below is a table showing the approved projects and their vested trips against the MAV.

Roadway Segment	LOS	MAV	AADT (2022)	*Arbours at Cocoa Landing	Cirrus Apartments	Dollar General	Integra	Remaining Trips
I-95 to SR520	D	24,200	6,280	29	102	17	41	17,732
I-95 to Cox	D	18,590	12,870	306	579	252	442	4,142
Cox to Industry	D	19,470	14,380	956	3,394	280	1,356	-896

*The trips associated with the Arbours at Cocoa Landing were originally thought to have lost vested rights due to the site plan expiration. These trips did not actually lose vested rights because of tolling requirements through executive orders from the State of Florida Governor’s Office. Although the trips exceed the MAV, the total trips including vested trips are within 10% of the total.

Unfortunately, the growth on this corridor from approved projects and currently proposed projects has

outpaced FDOT's schedule to widen SR 524, which is undetermined at this particular time. The SR 524 Trip Exhibit shows current volumes with vested trips and details the volume deficiencies with the proposed projects. Information is also included to show the new capacities, post improvements. When the roadway is widened, there will be additional capacity beyond what is needed for the currently proposed projects, which will continue the economic development in this area.

FDOT is finalizing the Project Development and Environmental Phase (PD&E) for the SR 524 widening project. It is anticipated that the PD&E report will be available sometime in September of this calendar year. The purpose of this phase was to help determine the conceptual design of the roadway, along with the social, economic, and environmental impacts of the project. The next phase of this project is Design, which is not currently funded. The estimated cost for design is between $8-10 million. Once funded, FDOT will finalize the PD&E Phase and begin the design for improvements from I-95 to Industry Road. This would also include a new interchange at SR 524 and I-95. Typically, the next phases include right-of-way (ROW) acquisition and then Construction. It is not anticipated that a lot of ROW will be required since the current ROW is very wide. The City also has property that could potentially be utilized, pending the proposed design. Phased construction would be likely to occur, with the main phases being Cox to Industry and then I-95 to Cox. The segment from I-95 to SR 520 is not projected to exceed current capacity even with the proposed projects. Construction was estimated at $60 million in 2021, with the main two phases being roughly $36 million. This number will continue to increase with inflation.

The City of Cocoa is in a similar position to a number of other cities when it comes to this situation. The City cannot fully fund the design or construction improvements due to the exorbitant costs associated with them. As required in the Transportation Element of the Comprehensive Plan, the City is not to approve development if capacities are not available when that capacity is needed (build-out). The City can initiate a proportionate fair share, if the project can be fully funded within 5 years in the Capital Improvements Plan or the City can guarantee by resolution that it will be funded in 10 years. The City cannot make these guarantees since it is a State-owned roadway and not under the City's jurisdiction. The City's typical capital budget related to roadways is $300,000/year.

Staff would like to have the City Council consider removing concurrency requirements for only this corridor due to the feasibility of construction and crippling economic impacts to the City if development is denied. If the development is allowed, the City will bring in additional revenue to help the City continue to prosper and fund core city services such as police, fire, and public works. The City will also receive Transportation Impact Fee Funds from each project that can go towards the widening of the roadway. Currently, the City can fund nearly half of the design through those impact fee funds, approximately $4 to $5 million. If the concurrency requirements are removed, the City will earmark the current and future impact fee funds towards the design and construction, seek assistance from the County and/or SCTPO for matching funds, and petition FDOT for matching funds as well. This would show FDOT that the City is committed to assisting in the widening project, which typically increases the likelihood of additional funding.

On May 11, 2023, the SCTPO approved elevating the project ranking to Number 4 overall, making the SR 524 widening the Number 2 state road project on the Regionally Significant Listing. Once this roadway is fully designed, it will likely move near the top of the SCTPO Project Priorities List, which is then transmitted to FDOT for review. FDOT would then potentially include the project within its future five-year work plan. This process would likely take 2-4 years as the PD&E and Design Phases are currently being finalized but public hearings on the project cannot be scheduled until the final phases of the project are funded. This would greatly reduce the timeframe of a roadway with less than a

standard level of service. The roadway will operate at a level of service of E or F for some time until the improvements are made. The Level of Service Exhibit details what the various letter rankings mean. During peak hours, the roadway would likely be similar to SR 520 westbound between Merritt Island and US-1.

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa
Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget or the economy of the city or the region;

Staff Finding: The proposed amendment would allow for the SR 524 corridor to continue to be developed. Many of the proposed developments include both market-rate and affordable housing, along with single-family housing. This will contribute to the City's population growth and help to grow a diverse and economically stable community. The addition of population in this area will also encourage additional commercial growth around this corridor to help support the additional residents.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The proposed amendment will diminish the LOS related to the transportation facilities until the roadway is widened. While the SR 524 transportation facility is a public facility, it is not a Cocoa public facility. There is very little control the City has when it comes to such a substantial project. The capacity and safety project process has begun and is currently in the PD&E Phase, as detailed previously in this summary. All other items listed below will continue to be provided at an adequate LOS. In addition to the roadway improvements, utility extensions would likely be incorporated into this project as well as greatly enhanced multimodal facilities including oversized sidewalks, landscaping, lighting, and bicycle lanes.

Potable Water: The City of Cocoa Utilities Department serves the subject area for water service. Any site modifications that will increase the existing demand will be reviewed as part of the engineering review process, and the applicant proposing the increase will be responsible for any modifications, as needed, to the potable water system.

Sanitary Sewer: The subject area is served by the City of Cocoa Utilities Department for sewer service. The current sewer capacity in the City can provide service to the area. Any site modifications that will increase the existing demand will be reviewed as part of the engineering review process, and the applicant proposing the increase will be responsible for any modifications, as needed, to the sewer system.

Solid Waste: The solid waste service to this parcel is provided through the City's Solid Waste Agreement. Solid Waste service shall be provided to the site in accordance with the applicable LOS standards and pursuant to the applicable requirements of the Waste Management Agreement and City Code.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Submittal for new developments will be required to adhere to the City's stormwater level of service

standards upon submittal of any site plan application if site plan modifications or building permits are applied for in the future.

Transportation: Transportation LOS will be adequate once the roadway is widened. Additional safety enhancements will likely be included with this project.

Parks: The LOS level is 1.25 acres of developed recreational area per 1000 population. The number of park acreage within the City already far exceeds the minimum requirement of the comprehensive plan. Most residential developments are also including private amenities to their residents, which includes recreation and open space.
Schools: A Concurrency Determination must be performed by the School District prior to a site plan being issued for the property in accordance with Policy 11.1.2.2 of the Comprehensive Plan, Public School Facilities Element.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The text amendments are not anticipated to impact natural or historical resources.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed text amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - “In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner.”

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: The proposed text amendment would not alter the City’s ability to provide service capacity to these areas. However, the State would not be able to provide an adequate LOS for this roadway between the buildout of the currently approved projects and the future widening of the roadway.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;
Staff Finding: The surrounding properties that will be developed if this amendment is approved will generally be a combination of single-family, multi-family, and commercial. This is consistent with the current land uses on this corridor.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The proposed FLUM amendment is consistent with the following Comprehensive Plan policies:

Transportation Element
Objective 2.1.2: Transportation Concurrency. The City shall ensure that transportation facilities are available at the time of development.

Policy 2.1.2.1: Since 2009, the City has been exempt from state-mandated transportation concurrency. However, the City will continue to monitor transportation as a matter of local law as addressed in this Comprehensive Plan.

Policy 2.1.2.2: As part of the Concurrency Management System, the City shall review proposed new developments for their impact on the roadway network.

Objective 2.1.8: Transportation Facilities Improvement Coordination. The City shall continuously coordinate transportation improvement requirements with all other affected governmental entities to ensure that the efficient and cost-effective course of action is followed. Annual plan updates shall consider the FDOT 5-Year Transportation Plan, the Space Coast Transportation Planning Organization and the plans of neighboring jurisdictions.

Policy 2.1.8.1: The City shall continuously coordinate with local, TPO, regional and state plans to accomplish interlocal solutions to the transportation needs and problems of the City.

Policy 2.1.8.4: The City shall coordinate with FDOT and Brevard County to develop a road improvement program which will result in the modernization of state and county roads within the City by changing the design of these roads from the existing “rural section” with swales to an “urban section” with curbs, sidewalks and subsurface drainage.

Capital Improvements Element

Objective 14.1.6: Multi-Jurisdictional Coordination. The City will continue coordination that provides for multi-jurisdictional approaches to the provision of needed public facilities.

Policy 14.1.6.1: The City will appoint representatives to participate in intergovernmental activities pertaining to public facility issues and comprehensive plan implementation in Brevard County.
Policy 14.1.6.2: The City Manager and the Planning and Zoning Board will work closely to address multi-jurisdictional issues concerning the funding of public services.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;
Staff Finding: The proposed FLUM amendment will provide a favorable effect on the ability of people to find adequate housing by increasing available units and choice of housing type.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city.
Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality.

Comments received as part of the transmittal to the Department of Economic Opportunity included technical assistance from the Florida Department of Transportation. As part of their technical assistance, they included one comment and resolution to the comment.

Technical Assistance Comment #1

The text amendment proposes the removal of the level of service standard for SR 524. As this relates to transportation resources and a facility of state importance, the Department has established a level of service standard of 'D'. Per Section 334.004(1), the Department assumes the responsibility for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the state, and to assure the compatibility of all components, including multimodal facilities. In order to provide a safe system, a level of service standard must be established for each state roadway (SIS, SHS, or NHS).
In addition, as mentioned within the amendment package, the City of Cocoa maintains transportation concurrency within the city limits. Per Section 163.3180(5)(a), the local government must provide adopted levels of service to guide the concurrency application.
Lastly, the removal of a level of service standard for S.R. 524 could adversely impact the PD&E study underway for this corridor.

Resolution of Technical Assistance Comment #1
Coordinate with the Department regarding the proposed text amendment and work towards the establishing of an appropriate level of service standard and/or target for S.R. 524.

Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption.

Staff recommends passing on the Second and Final Reading of Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment; adopting a large-scale comprehensive plan text amendment to the Transportation Element and Capital Improvements Element removing a minimum level of service standards for State Road 524.

STRATEGIC PLAN CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

July 12, 2023 Planning and Zoning recommended to Council for approval.
On July 25, 2023, City Council approved First Reading.
Transmittal to the Florida Department of Economic Opportunity.

RECOMMENDED MOTION:

Adopt on **Second and Final Reading** Ordinance 14-2023, adopting a Large-Scale Comprehensive Plan Text Amendment to the Transportation Element and Capital Improvements Element, removing minimum level of service standards for State Road 524.

ORDINANCE NO. 14-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT TO THE TRANSPORTATION ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT REMOVING MINIMUM LEVEL OF SERVICE STANDARDS FOR STATE ROAD 524; PROVIDING DATA AND ANALYSIS AND THE LEGAL BASIS SET FORTH IN THE RECITALS TO SUPPORT THE PROPOSED COMPREHENSIVE AMENDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, HB 7207 was adopted in June 2011, modifying Section 163.3180, Florida Statutes, governing concurrency to render transportation concurrency optional; and

WHEREAS, concurrency is the growth management concept intended to ensure that the necessary public facilities are available concurrent with the impacts of development. To carry out transportation concurrency, local governments must define what constitutes an adequate level of service (LOS) and measure whether the infrastructure and service needs of a new development exceed existing capacity and/or new capacity created by any scheduled improvements in the Capital Improvements Element (CIE) of the local government comprehensive plan; and

WHEREAS, the City intends to repeal the level of service (LOS) standards for State Road 524 established in the City's Comprehensive Plan for the reasons described herein; and

WHEREAS, because State Road 524 is a state road, the City of Cocoa has no authority to control the schedule and construction of capital improvements to increase the capacity of the Road; and

WHEREAS, based on its priority as determined by the Space Coast Transportation Planning Organization (Space Coast TPO), any project to increase the capacity of State Road 524 from Industry Road to the I-95 Interchange is not currently unfunded and unscheduled, and cannot be included in the

City's Capital Improvements Element with either a five or ten-year anticipated schedule of funding and completion; and

WHEREAS, the City is committed to utilizing transportation impact fees to the maximum extent possible to fund the design of a State Road 524 widening project and thereby increase the likelihood that the project will be moved up in priority for construction and completion; and

WHEREAS, currently, the Space Coast TPO elevated the State Road 524 widening project to Number 4 overall, making the project the Number 2 state road project on the Regionally Significant Listing; and

WHEREAS, once the State Road 524 widening project is fully designed, it will likely move near the top of the Space Coast TPO Project Priorities List, which is transmitted to FDOT for review and likely inclusion of the project within the following five-year work plan; and

WHEREAS, it is anticipated that it will take two or three years for any projects approved within the next year following adoption of this ordinance to be constructed and traffic to impact the State Road 524 roadway; and

WHEREAS, the City already has declined to adopt a transportation level of service on portions of state roads, namely State Road 520 from the Indian River to U.S. 1; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference as data and analysis to support the adoption of this Ordinance.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of

the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment.** The City of Cocoa Comprehensive Plan, Transportation Element and Capital Improvements Element, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in the Cocoa Comprehensive Plan. It is intended that the text in the Comprehensive Plan denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

TRANSPORTATION ELEMENT

* * *

GOAL 2.1: The City shall provide a safe, efficient, and comprehensive multimodal transportation system available to all residents of and visitors to the City of Cocoa. When possible, these facilities should be developed so as to enhance the City's greenways.

Objective 2.1.1: Functionality. The City shall maximize existing roadway functionality through alternate modes of transportation.

Policy 2.1.1.1: The City shall maintain for the purpose of issuing building permits and development orders the following list of major roadway facilities:

City of Cocoa Jurisdiction		**Minimum LOS**
Forrest Avenue		E
Cox Road (within city limits)		E
Fiske Boulevard (from SR 520 to Dixon Boulevard)		E
Indian River Drive (C.R. 515)		E
Peachtree Street (from Clearlake Road to U.S. 1/S.R. 5)		E
Florida Avenue (within city limits)		E
Other or Multi-Jurisdictional	**Jurisdiction**	**Minimum LOS**
Pineda Street (from Lake Drive to SR 501)	City/County	E
Michigan Boulevard	County	E
Dixon Boulevard	County	E
Range Road	County	E
Rosetine Street	County	E
Adamson Road (SR 524 to Pine)	County	D
Friday Road (SR 524 to SR 520)	County	E
Grissom Parkway (Industry to Canaveral Groves)	County	E
Industry Road (SR 524 to Grissom Pwky)	County	E
SR 528 (Beachline Expressway)	State	D

SR 520 (from Clearlake Road to U.S. 1/ S.R. 5)	State	D
SR 520 (from SR 524 to Burnett Rd)	State	D
SR 519 (Fiske Boulevard south of SR 520)	State	D
U.S. 1/S.R. 5 (from SR 528 to south of SR 520)	State	D
~~**SR 524 (from SR 520 to SR 528)**~~	~~**State**~~	~~**D**~~
SR 501 (Clearlake Road)	State	D
Interstate Highway 95 (I-95) (SR 519/Fiske Blvd to SR 520)	State	E
Interstate Highway 95 (I-95) (SR 520 to SR 524)	State	E
Interstate Highway 95 (I-95) (SR 524 to SR 528)	State	E

* * *

CAPITAL IMPROVEMENTS ELEMENT

GOAL 14.1: Through the use of sound fiscal policies, the City of Cocoa shall provide adequate public facilities to all residents within its jurisdiction in a timely and efficient manner that promotes orderly compact urban growth and discourages urban sprawl.

Objective 14.1.1: Level of Service Standards. The City shall adopt levels of service (LOS) standards for public facilities and capital improvement projects within its jurisdictional responsibility.

Policy 14.1.1.1: The following LOS standards are hereby adopted and shall be used as the basis for determining the availability of public facilities for new development and redevelopment in the City.

* * *

ROADWAYS		
City of Cocoa Jurisdiction		**Minimum LOS**
Forrest Avenue		E
Cox Road (within city limits)		E
Fiske Boulevard (from SR 520 to Dixon Boulevard)		E
Indian River Drive (C.R. 515)		E
Peachtree Street (from Clearlake Road to U.S. 1/S.R. 5)		E
Florida Avenue (within city limits)		E
Other or Multi-Jurisdictional	**Jurisdiction**	**Minimum LOS**

Pineda Street (from Lake Drive to SR 501)	City/County	E
Michigan Boulevard	County	E
Dixon Boulevard	County	E
Range Road	County	E
Rosetine Street	County	E
Adamson Road (SR 524 to Pine)	County	D
Friday Road (SR 524 to SR 520)	County	E
Grissom Parkway (Industry to Canaveral Groves)	County	E
Industry Road (SR 524 to Grissom Pwky)	County	E
SR 528 (Beachline Expressway)	State	D
SR 520 (from Clearlake Road to U.S. 1/ S.R. 5)	State	D
SR 520 (from SR 524 to Burnett Rd)	State	D
SR 519 (Fiske Boulevard south of SR 520)	State	D
U.S. 1/S.R. 5 (from SR 528 to south of SR 520)	State	D
~~**SR 524 (from SR 520 to SR 528)**~~	~~**State**~~	~~**D**~~
SR 501 (Clearlake Road)	State	D
Interstate Highway 95 (I-95) (SR 519/Fiske Blvd to SR 520)	State	E
Interstate Highway 95 (I-95) (SR 520 to SR 524)	State	E
Interstate Highway 95 (I-95) (SR 524 to SR 528)	State	E

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading

may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

Legal Ad: _____

LPA/P&Z: _____

First Reading: _____

Legal Ad:_____

Second Reading: _____

Effective Date: _____

					Approved/Vested Projects					In Review									
		Adopted LOS	MAV	Current AADT (2022)	Arbours at Cocoa Landing	Cirrus Apartments	Dollar General	Integra	Remaining Trips	London Cove	Adamson Creek Phase 2	Windward Preserve	Allegra	Legacy	Kolter 3-D Homes	Stillwell	Remaining Post Approvals	MAV post Widening	New Remaining Trips
SR 524																			
	SR 520 to I-95	D	24,200	6,280	29	102	17	41	17,732	256	260	465	62	36	966	180	15,507	41790	26,283
	I-95 to Cox	D	18,590	12,870	306	579	252	442	4,142	1,951	50	2,714	1,121	242	186	1,193	-3,315	39800	17,895
	Cox to Industry	D	19,470	14,380	956	3,394	280	1,356	-896	8,525	33	698	623	303	124	431	-11,632	39800	8,698

Levels of Service

Level of Service	Flow Conditions	Descriptions
A		Highest quality of service. Free traffic flow with few restrictions on maneuverability or speed.
B		Stable traffic flow. Speed becoming slightly restricted. Low restriction on maneuverability.
C		Stable traffic flow, but less freedom to select speed.
D		Traffic flow becoming unstable. Speeds subject to sudden change.
E		Unstable traffic flow. Speeds change quickly and maneuverability is low.
F		Heavily congested traffic. Demand exceeds capacity and speeds vary greatly.

"Little Cottonwood Canyon Environmental Impact Statement – Utah Department of Transportation"

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

September 1, 2023

Ms. Stacey Hopper, Planner
City of Cocoa
Growth & Economic Development
65 Stone Street
Cocoa, Florida 32922

Subject: **Cocoa 23-02ESR**
Response Type: ***Technical Assistance Comment***

Dear Ms. Hopper,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the amendment for the City of Cocoa's Proposed 23-02ESR.

Ordinance No. 14-2023
The proposed amendment from the City of Cocoa is a text amendment to the Transportation Element and Capital Improvements Element removing the minimum level of service standards for State Road (S.R.) 524.

Results:
FDOT has reviewed the transmitted amendment for the City of Cocoa pursuant to Section 163.3184(3), Florida Statutes. FDOT is providing a technical assistance comment, consistent with Section 163.3168(3), Florida Statutes. The technical assistance comment will not form the basis of a challenge. The technical assistance comment can strengthen the local government's comprehensive plan in order to foster a vibrant, healthy community or is/are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.):

Technical Assistance Comment #1
The text amendment proposes the removal of the level of service standard for S.R. 524. As this relates to transportation resources and a facility of state importance, the Department has established a level of service standard of 'D'. Per Section 334.004(1), the Department assumes the responsibility for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the state, and to assure the compatibility of all components, including multimodal facilities. In order to provide a safe system, a level of service standard must be established for each state roadway (SIS, SHS, or NHS).

In addition, as mentioned within the amendment package, the City of Cocoa maintains transportation concurrency within the city limits. Per Section 163.3180(5)(a), the local government must provide adopted levels of service to guide the concurrency application.

Lastly, the removal of a level of service standard for S.R. 524 could adversely impact the PD&E study underway for this corridor.

Resolution of Technical Assistance Comment #1
Coordinate with the Department regarding the proposed text amendment and work towards the establishing of an appropriate level of service standard and/or target for S.R. 524.

Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at james.rodriguez@dot.state.fl.us or by phone at *386-943-5457*.

Sincerely,

James Rodriguez
Growth Management Coordinator

cc: Jeffrey Ball, Brevard County
Melissa McKinney, FDOT
Tiffany Hill, FDOT
Ben Naselius, FDOT
Tara McCue, ECFRPC
D. Ray Eubanks, DEO
Barbara Powell, DEO

Legislation Details (With Text)

File #:	23-554	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/6/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	Council authorization to hold a community meeting to discuss the ongoing challenges at Gilmore Family Park on Prospect Avenue and potential opportunities for the parcel. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Gilmore Family Park.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2023
Agenda Date: September 12, 2023
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Council authorization to hold a community meeting to discuss the ongoing challenges at Gilmore Family Park on Prospect Avenue and potential opportunities for the parcel.

BACKGROUND:

The Gilmore Family Park on Prospect Avenue has been a neighborhood park for almost 20 years. The park was recently named after Mr. Gilmore who lives directly across the street.
Gilmore Family Park is approximately 1.12 acres of land on Prospect Avenue with a pavilion, basketball court and playground.

Numerous residents have expressed specific concerns about the loitering of individuals at the park and potential drug activity and the safety of children wishing to play at the park. Staff met to discuss the safety concerns and potential for options/opportunities at that location.

The plan is to have a community meeting scheduled at the direction of Council to meet with the residents living in the area and hear any concerns/challenges they may have. The following options were discussed with Staff as possible outcomes as a result of the community meeting. Those options include:

1. Close the park due to public safety concerns for an undetermined period of time;
2. Close off the parking lot to the park and make the park strictly a walk-in park for residents and

install cameras at a cost of approximately $50,000;
3. Permanently close the park and surplus the land for the construction of much-needed affordable housing;
4. Other options possible as suggested by the community

We will present these options for the community to consider. Staff is requesting guidance and authorization to hold a community meeting, possibly at the National Guard Armory, to hear the concerns, challenges and opportunities by residents.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement to help the community thrive.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council authorization to hold a community meeting to discuss the ongoing challenges at Gilmore Family Park on Prospect Avenue and potential opportunities for the parcel.

Gilmore Family Park

104 Prospect Avenue



Legislation Details (With Text)

File #:	23-522	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/21/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	To Approve a Resolution Amending the FY23 Budget (BAF#23-110-ITF) in the amount of $60,000.00; To Approve the Corresponding Change Order #1 for P.O. 80244 with Connect Consulting, Inc. in the Amount of $60,000.00. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-110-ITF-UT-Ground Wells (9-12-23) Agenda 23-522.pdf 80244 Connect Consulting Inc..pdf FY 2023 Aug 23 Pay App - PO 80244_200.12.pdf Connect - MSA Professional Hydrogeological Services.doc.pdf RENEWAL LETTER - CONNECT CONSULTING EXP 2-21-2024.pdf FULLY EXECUTED 2nd AmendmentContract No. RFSQ-CD-20-31MB.pdf FULLY EXECUTED Standard Form for New Piggyback Contract No. (RFSQ-CD-20-31).pdf Labor Rate Schedule- EXHIBIT C- RFSQ-CD-20-31.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 21, 2023
Agenda Date: September 12, 2023
Prepared By: James Mitchell, Water Treatment Manager (Interim)
Through: John A Walsh, PE, Utilities Director
Requested Action:
To Approve a Resolution Amending the FY23 Budget (BAF#23-110-ITF) in the amount of $60,000.00; To Approve the Corresponding Change Order #1 for P.O. 80244 with Connect Consulting, Inc. in the Amount of $60,000.00.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) operates and maintains 48 wells that supply raw water for subsequent potable water treatment processes. Repairs and upgrades to the wells are required to keep the wells operational. Connect Consulting, Inc. (CCI) provides hydrogeological services to the City of Cocoa performing well-maintenance, repairs, and upgrades via a piggyback contract with the City of Palm Coast, Florida.

For FY23, CCI PO #80244 for $250,000.00 was created under a previously City Council approved

multi-year agenda item (20-613) valid through FY23. Based on a recent joint evaluation performed by CCI and Dyal WTP staff, additional well maintenance is required that was previously not known until the evaluation was complete (see attached list from CCI).

To perform the required work, a change order is necessary to add additional funds to complete the work scheduled through the end of FY23. Since this exceeds the previously authorized amount, City Council approval is required for this change order.

Staff recommends the approval of change order #1, in the amount of $60,000.00 allowing CCI to complete the required work for the remainder FY23.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF#23-110-ITF
Transfer From Account Number	421-4020-536.52-09
Account Name	Chemicals DYCH02
Amount Requested	($60,000)
Transfer From Account Number	421-4010-581.91-24
Account Name	Interfund Transfer to 424 WS1106
Amount Requested	$60,000
Transfer From Account Number	424-000-381.91-21
Account Name	Interfund Transfer From 421
Amount Requested	$60,000 WS1106
Transfer To Account Number	424-4020-536.63-00; WS1106
Account Name	Infrastructure
Amount Requested	$60,000

If a P.O. Change Order is involved please complete the following:

Change Order Amount	$60,000.00
Original Purchase Order #	80244
Original P.O. Amount	$250,000.00

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date	0
Total amount in change orders to date	0

New Purchase Order amount $310,000.00

PREVIOUS ACTION:

On October 27, 2020, City Council Approved a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000.00 for FY 2021; Authorized the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000.00 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorized the City Manager to Approve Task Orders Under this Contract.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY23 Budget (BAF#23-110-ITF) in the amount of $60,000; To Approve the Corresponding Change Order #1 for P.O. 80244 with Connect Consulting, Inc. in the Amount of $60,000.00.

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RESOLUTION NO. 2023-097

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, in a Regular meeting assembled on the 12th day of September, 2023.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, Interim City Clerk

City of Cocoa Budget Adjustment Form FY 2023 - 23-110-ITF

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 421/4020 | DATE PREPARED: 08/22/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 60,000	424-0000-381.91-21	WS1106	Interfund Transfer From (421)	$ 15,576,000	$ 19,592,697	$ 19,652,697	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 60,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 60,000)	421-4020-536.52-09	DYCH02	Chemicals	$ 4,946,149	$ 4,856,657	$ 4,796,657	$ 0
$ 60,000	421-4010-581.91-24	WS1106	Interfund Transfer to (424)	$ 15,576,000	$ 19,592,697	$ 19,652,697	$ 0
$ 60,000	424-4020-536.63-00	WS1106	Infrastructure	$ 2,305,000	$ 2,707,680	$ 2,767,680	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 60,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Funds for Connect Consulting, Inc. to perform required work related to ground water wells. The balance of this project WS1106, is budgeted in FY24, within the Renewal and Replacement Fund. Agenda 23-522.

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** 09/12/2023 **RESOLUTION #:** 2023-097

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

James Mitchell Digitally signed by James Mitchell Date: 2023.08.22 10:00:46 -04'00'
Date — Requestor's Signature

Lora Howell Digitally signed by Lora Howell Date: 2023.09.06 14:12:38 -04'00'
Date — Finance Approval Signature

Date — Finance Director's Signature

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.08.22 10:08:27 -04'00'
Date — Department Director's Signature

Lora Howell Digitally signed by Lora Howell Date: 2023.09.06 14:13:13 -04'00'
Date — Deputy Fin. Director's Signature

Date — City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 80244

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1113
VENDOR FAX NO.: 386-462-0059
VENDOR PH NO.: 386-473-7766

DATE 10/26/2022
DATE REQUIRED 9/30/2023

CONNECT CONSULTING INC.
19505 NW 184TH TERRACE
HIGH SPRINGS FL 32643

DELIVER TO:

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000045343 F.O.B.
KCOMBS/SM/4020

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	250000.00	SUM	HYDROGOLOGICAL SERVICES FOR WELLFIELD EVALUATION and rehabilitation for Aquifer Storage an Recovery Well Services utilizing the City of Palm Coast RFAQ-CD-20-31, Cooperative Agreement Services Contract for Professional Hydrogeological Services. Effective February 21, 2020 through February 20, 2023. Renewable annually for up to three (3) years. Approved by City Council on 10/27/20. Task 1 - Well Evaluations (T-Wells & UFA Wells as Needed) Task 2 - Well Modification/Rehab (12B, T-Wells, other wells TBD) Task 3 - Pump Repairs/Replacement (as needed) Task 4 - Debris Removal (as needed) Task 5 - ASR/PWS Well Instrumentation Installation Task 6 - Wellhead Valve & Piping Work (12B, other wells as needed)	1.0000	250000.00
				TOTAL	250000.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42440205366300

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

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.

CONTINUATION SHEET

APPLICATION AND REQUEST FOR PAYMENT
City of Cocoa, Florida
Hydrogeological Services For Wellfield Rehabilitation and Modification

APPLICATION NUMBER: 4
APPLICATION DATE: 24-Aug-23
PERIOD TO: 30-Sep-23
ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED			
ITEM NO.	DESCRIPTI0N	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	(NOT IN D OR E)	TO DATE (D+E+F)	% COMPLETE (G/C)	BAL TO FINISH (C-G)	RETAINAGE
1	Initial PO 80244 Authorization	$250,000.00	$0.00		$0.00	$0.00	0%	$250,000.00	$0.00
2	Crane Rental	$0.00	$4,000.00	$0.00	$0.00	$4,000.00		($4,000.00)	$0.00
3	Well 23 Motor Removal and Replacement	$0.00	$2,094.00	$0.00	$0.00	$2,094.00		($2,094.00)	$0.00
4	Well 7T Pump Removal and Replacement	$0.00	$21,489.00	$0.00	$0.00	$21,489.00		($21,489.00)	$0.00
5	Well 21 Pump Removal and Replacement	$0.00	$48,704.00	$0.00	$0.00	$48,704.00		($48,704.00)	$0.00
6	Well 43 Pump Removal and Replacement	$0.00	$28,708.00	$0.00	$0.00	$28,708.00		($28,708.00)	$0.00
7	Well 44 Pump Removal and Replacement	$0.00	$22,648.00	$0.00	$0.00	$22,648.00		($22,648.00)	$0.00
8	Well 18 Flow Testing, Disinfection, and Soft Start	$0.00	$14,514.00	$0.00	$0.00	$14,514.00		($14,514.00)	$0.00
9	**ASR Well R-7 Pump Removal and Replacement**	**$0.00**	**$4,354.00**	**$20,640.00**	**$0.00**	**$24,994.00**		**($24,994.00)**	$0.00
10	Well 22 Pump Removal and Replacement	$0.00	$60,428.00	$0.00	$0.00	$60,428.00		($60,428.00)	$0.00
11	**Well 4A1 Pump Removal and Replacement**	**$0.00**	**$4,248.00**	**$23,040.00**	**$0.00**	**$27,288.00**		**($27,288.00)**	$0.00
12	**Well 12B Pump and Motor**	**$0.00**	**$0.00**	**$32,640.00**	**$0.00**	**$32,640.00**		**($32,640.00)**	$0.00
13	ASR Well R-10 Pump and Motor Installation	$0.00	$0.00	$20,000.00	$0.00	$20,000.00		($20,000.00)	$0.00
14	Well 9T Furnish and Install Pump and Motor	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
15	Well 15T Furnish and Install Pump and Motor	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
16	Well 8 Pump Removal, Hydro Eval., Pump Replacement	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
17	Well 10 - Eval to decide whether to keep well or abandon	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
18	TBD18	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
19	TBD19	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
20	TBD20	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
21	TBD21	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
22	TBD22	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
23	TBD23	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
24	TBD23	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
25	TBD25	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
26	TBD26	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
	Total Original Contract	**$250,000.00**	**$211,187.00**	**$96,320.00**	**$0.00**	**$307,507.00**	**123%**	**($57,507.00)**	**$0.00**
	Change Orders:								
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	
		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	
	Total Change Orders	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
	Current Contract	**$250,000.00**	**$211,187.00**	**$96,320.00**	**$0.00**	**$307,507.00**	**123%**	**($57,507.00)**	**$0.00**

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MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

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Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

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relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

17. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

18. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	David S. Robertson, P.G.
City of Palm Coast	Connect Consulting, Inc.,
160 Lake Avenue	261 N. Lakeview Drive
Palm Coast, Florida 32164	Lake Helen, Florida 32744

19. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

21. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

22. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

23. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: David S. Robertson
4753D2AFFB2F14C2...
(Authorized Corporate Officer)

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits
A - Work Order Template Form
B - Insurance Requirements

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Exhibit A - Work Order Template Form

Work Order # _____ **PO#** _____ **Project Mgr.** _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title** _____

Contract Bid # _____ **Work Order Bid #** _____

Contract Resolution # _____ **Work Order Resolution #** _____

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE/LUMP SUM** _____**UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one):** ____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):**_____ **AS NEEDED BASIS** ____ **SHALL BE COMPLETED BY -** ____/____/20____
5. **DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____**No** _____ **Yes If yes, identify:**_____
7. **MISCELLANOUS:**_____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print Name: _____
Title: _____	Title: Assistant City Manager or Designee
Date: _____	Date: _____

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

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EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

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requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

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CONTRACT EXECUTIVE OVERVIEW
(Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Amendment/Renewal: 2nd Annual Renewal

Original Contract Date: 2/21/2020 **New End Date:** 2/21/2024

Resolution # 2020-28 **City Council Approval Date:** 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Jan 10, 2023 | 5:30 AM PST

City Finance DocuSigned by: Helena Alves 4F2A3892B67B492... **Date:** Jan 9, 2023 | 3:55 PM EST

City Attorney DocuSigned by: Mysa Borkert E1D83E71806D418... **Date:** Jan 9, 2023 | 12:09 PM EST

City Manager DocuSigned by: Denise Bevan B8F859DE5A4147C... **Date:** Jan 10, 2023 | 9:18 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
261 N. LAKEVIEW DRIVE
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement
Contract Name

February 21, 2020
Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31
Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2023. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2024. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,
Casey Luedke
Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST
By: DocuSigned by: Denise Bevan B8F859DE5A4147C...
Print: Denise Bevan
Title: City Manager
Date: Jan 10, 2023 | 9:18 AM EST

CONNECT CONSULTING, INC.
By: DocuSigned by: David S. Robertson 753D... (Authorized Signatory)
Print Name: David S. Robertson
Title: President
Date: Jan 9, 2023 | 11:48 AM EST

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

CONTRACT EXECUTIVE OVERVIEW
(Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Amendment/Renewal: 1st Annual Renewal

Original Contract Date: 2/21/22 **New End Date:** 2/21/2023

Resolution # 2020-28 **City Council Approval Date:** 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit ~~compliance monitoring and any other related assignments that the City requests. Also~~ included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or ~~repair and test new and existing wells and associated well head appurtenances and pumps.~~

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Jan 3, 2022 | 4:48 AM PST

City Finance DocuSigned by: Helena Alves 4F2A3892B67B492... **Date:** Jan 3, 2022 | 3:50 AM EST

City Attorney DocuSigned by: William Reischmann 4C1B97CCC19C46D... **Date:** Dec 30, 2021 | 10:38 AM EST

Denise Bevan

Interim City Manager DocuSigned by: Denise Bevan B8F859DE5A4147C... **Date:** Jan 3, 2022 | 8:30 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
1210 EMMEL ROAD
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement
Contract Name

February 21, 2020
Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31
Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2022. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2023. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,
Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: DocuSigned by: Denise Bevan B8F859DE5A4147C...

Print: Denise Bevan

Title: Interim City Manager

Date: Jan 3, 2022 | 8:30 AM EST

CONNECT CONSULTING, INC.

By: DocuSigned by: David S. Robertson 753D2A... (Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Dec 30, 2021 | 7:50 AM EST

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Contract Value $ n/a

Resolution # 2020- 28 **City Council Approval Date:** 2/18/2020

Standard Contract Template (Y/N): y

If No, then Reviewed by City Attorney: n/a

Length of Contract: 2 years

Renewable (Y/N): yes

If Yes, # and length of renewals: 3 at one year each

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Feb 20, 2020 | 7:31 AM PST

City Finance DocuSigned by: Helena Alves 4F2A58B2B07B492... **Date:** Feb 20, 2020 | 12:49 PM EST

City Attorney DocuSigned by: William E. Reischmann, Jr. 4C1B97CCC19C46D... **Date:** Feb 20, 2020 | 10:01 AM EST

City Manager DocuSigned by: Matthew Morton 28DF7AEB7692454... **Date:** Feb 21, 2020 | 7:17 AM EST

Vendor Name and Email Address: David S. Robertson drobertson@cciwater.com

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Vendor,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.

Regards,

Rose Conceicao

Rose Conceicao
Contracts Coordinator

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

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iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

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relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

16. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

17. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

18. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	David S. Robertson, P.G.
City of Palm Coast	Connect Consulting, Inc.,
160 Lake Avenue	261 N. Lakeview Drive
Palm Coast, Florida 32164	Lake Helen, Florida 32744

19. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

20. **PUBLIC RECORDS LAW.**

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

21. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

22. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

23. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: David S. Robertson
4793D2AFFB2F14C2...
(Authorized Corporate Officer)

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits
A - Work Order Template Form
B - Insurance Requirements

DocuSign Envelope ID: 463E7B2A-D09D-42A4-B025-F4038500A493

Exhibit A - Work Order Template Form

Work Order # _____ **PO#** _____ **Project Mgr.** _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title** _____

Contract Bid # _____ **Work Order Bid #** _____

Contract Resolution # _____ **Work Order Resolution #** _____

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE/LUMP SUM** _____**UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one):** ____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):**_____ **AS NEEDED BASIS** ____ **SHALL BE COMPLETED BY -** ____/____/20____
5. **DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____**No** _____ **Yes If yes, identify:**_____
7. **MISCELLANOUS:**_____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print Name: _____
Title: _____	Title: Assistant City Manager or Designee
Date: _____	Date: _____

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

DRAFT

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EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

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requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	**CONTACT NAME:** Allison Barga **PHONE (A/C, No, Ext):** 360-626-2007 **FAX (A/C, No):** 360-626-2007 **E-MAIL ADDRESS:** abarga@hallandcompany.com
INSURED 467 Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Accident and Indemnity Company — 22357 **INSURER C :** Argonaut Insurance Company — 19801 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1078739387 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			52UECHA1233	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECPI3885	9/28/2019	9/28/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab: Claims Made			121AE000181601	9/28/2019	9/28/2020	$2,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.
Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER

City of Palm Coast, Florida
Attn: Dianne Torino
160 Cypress Point Parkway, Ste. B106
Palm Coast FL 32164-8436

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/11/2020

Department	Stormwater & Engineering	**Amount**	
Item Key		**Account**	

Subject RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS

Background :
****THIS ITEM WAS SCHEDULED TO BE HEARD AT THE FEBRUARY 11, 2020 WORKSHOP. HOWEVER, THAT MEETING WAS CANCELLED.****

As part of the City Council goals to ensure that all infrastructure is a priority regarding maintenance and performance, City staff advertised a request for statement of qualifications (RFSQ-CD-20-31) for Professional Hydrogeological Services. These services will be used on an as-needed basis to expand our infrastructure for sustainable growth which includes water source development, water supply and monitoring, well design and construction, aquifer performance tests, raw water quality analysis and evaluation, emergency well field power.

The current continuing hydrogeological service contract expires April 2020.

In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff received a qualification package from (1) one firm, Connect Consulting, Inc., (CCI), of High Springs, FL. Their qualifications were reviewed by a committee consisting of three City staff. The proposal was evaluated based on their project understanding, over 40 years' experience with local utility projects, technical capability, and the project team. After reviewing the qualifications, staff recommended awarding the contract to Connect Consulting, Inc.

The proposed continuing services contract will be for a period of two years with options for three one-year renewals. City staff will present City Council with work orders for consideration as services are needed and in accordance with the City's Purchasing Policy.

Recommended Action :
ADOPT RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS

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RESOLUTION 2020-_____
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

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city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Professional Hydrogeological Services - RFSQ-CD-20-31

Date: 1/31/2020

Appeal Deadline: Appeals must be Filed by 5:00 PM on 2/5/2020

Firm	Points
Connect Consulting, Inc. **Lake Helen, Florida**	93.33

The intent of the City of Palm Coast is to award Professional Hydrogeological Services to Connect Consulting, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding the NOIT please contact Procurement Coordinator jkscott@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

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RFSQ-CD-20-31 - Professional Hydrogeological Services

Project Overview

Project Details	
Reference ID	RFSQ-CD-20-31
Project Name	Professional Hydrogeological Services
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Request for Statement of Qualifications is issued for the purpose of acquiring a professional hydro geologist for the City of Palm Coast. The engineering firm will provide hydro geological and construction oversight services and turn-key design/construction services for the City of Palm Coast.
Open Date	Jan 08, 2020 8:00 AM EST
Intent to Bid Due	Jan 29, 2020 5:00 PM EST
Close Date	Jan 30, 2020 2:00 PM EST

Awarded Suppliers	Reason	Score
Connect Consulting, Inc.		**93.33 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
RFSQ Proposal	Jan 30, 2020 2:18 PM EST	Jesse Scott
Required Forms 1 - 4	Jan 30, 2020 2:18 PM EST	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Jan 30, 2020 2:53 PM EST	No
Alex Blake	Jan 30, 2020 2:59 PM EST	No
Jesse Scott	Jan 30, 2020 2:19 PM EST	No
Carmelo Morales	Jan 31, 2020 8:10 AM EST	No

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Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	Completed as requested
Project Understanding and Proposal	25 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services.
Experience with similar projects, technical capability and qualifications	40 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes.
Project Team	35 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the

		organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources.
Total	**100 pts**	

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Scoring Summary

Active Submissions

	Total	Administrative Review	Project Understanding and Proposal	Experience with similar projects, technical capability and qualifications	Project Team
Supplier	**/ 100 pts**	**Pass/Fail**	**/ 25 pts**	**/ 40 pts**	**/ 35 pts**
Connect Consulting, Inc.	93.33 pts	Pass	23.33 pts	37.33 pts	32.67 pts

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RESOLUTION 2020-28
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract - Connect Consulting, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
Connect Consulting Inc., RFSQ-CD-20-31

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

This Amendment is a renewal of Piggyback Agreement mutually executed by and between the City of Cocoa and Connect Consulting Inc., made effective October 27, 2020, and shall be renewed upon expiration of the initial term on 02/21/2023 through 02/20/24. All terms, conditions, specifications and prices of the original term contract # 19071A through Palm Beach County remain unchanged.

By signing below, each party indicates its approval of this Renewal Notice for Contract, including the renewal term and the pricing listed herein.

Connect Consulting Inc.	**CITY OF COCOA**
By: David S. Robertson	**By:** Stockton Whitten
(Print Name)	(Print Name)
President	City Manager
(Title)	(Title)
1/17/2023	1/17/2023
Signature / Date	Signature / Date

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing Manager
Sean McFarland, Water Treatment Manager

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

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Connect Consulting Inc.** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with CITY OF PALM COAST, FL , said contract being identified as: RFSQ-CD-20-31 Professional Hydrogeological Services (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

This Agreement shall take effect on the Effective Date agreed upon by all parties signed. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

SCANNED

a. Insurance Requirements:

Liability Insurance

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

~~COMPREHENSIVE BUILDER RISK INSURANCE~~

~~The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.~~

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

f. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this 27th day of October, 2020

David S. Robertson
(Print Name)

President
(Print Title)

10/6/2020
(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: _____ City Clerk

CITY OF COCOA CORPORATE SEAL FLORIDA

CCI Connect Consulting, Inc.
Water Resource Consultants

EXHIBIT C
PROFESSIONAL SERVICES LABOR RATE SCHEDULE

CITY OF PALM COAST
PROFESSIONAL HYDRGEOLOGICAL SERVICES
MASTER SERVICES AGREEMENT
BID/REFERENCE #: RFSQ-CD-20-31

Connect Consulting, Inc.
261 N. Lakeview Drive
Lake Helen, Florida 32744-2711
386-473-7766

2020 Billing Rates

Category	Rate ($/hr.)
Principal Hydrogeologist / Geologist / Engineer	165
Professional Geologist / Engineer	150
Senior Hydrogeologist / Geologist / Engineer	130
Senior Field Geologist / Engineer	120
CADD Operator / Graphics Specialist	120
Field Geologist / Engineer	105
Field Technician / Well Inspector	95
Office / Administrative Support	75

Note: 3% escalation factor per year on labor rates

Legislation Details (With Text)

File #:	23-537	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/31/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	This is an informational item to update City Council about Budget Adjustment #23-116-A, for the waterfront demolition from Hurricanes Ian and Nicole. (Interim Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BAF 23-116-A-PW-Hurricane Nicole Dayslips (12-13-22) Agenda 22-717.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 31, 2023
Agenda Date: September 12, 2023
Prepared By: Frank Mirabito, Project Manager
Through: Abigail Morgan, P.E., Interim Public Works Director/City Engineer
Requested Action:
This is an informational item to update City Council about Budget Adjustment #23-116-A, for the waterfront demolition from Hurricanes Ian and Nicole.

BACKGROUND:

At the December 13, 2022 City Council meeting, Agenda Item 22-717, Council approved executing a TO and PO for the removal of the damaged waterfront day slips due to Hurricanes impacts to TSI Disaster, Inc. The total project cost of $98,400 for the waterfront demolition included a contingency resolution of $16,400 in addition to the base price of $82,000. TSI Disaster requested a change order for $15,000 to dispose of the concrete pilings that were previously slated to be store at Public Works. During the demolition, some of the pilings were broken. Thus, the decision was made by Public Works to dispose of all the pilings. The BAF used to move the funding did not include the $16,400 in contingency. BAF #23-116-A corrects this.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF#23-116-A

Amount Requested $15,000
Account Number _001-1601-525.46-00 ES23NC
Account Name _Emergency / Disaster Services

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_15,000

Original Purchase Order _80526
Original P.O. Amount _$82,000
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _0
Total amount in change orders to date _$0

PREVIOUS ACTION:

December 13, 2022, Council Agenda 22-717.

RECOMMENDED MOTION:
This is an informational item to update City Council about Budget Adjustment #23-116-A, for the waterfront demolition from Hurricanes Ian and Nicole.

City of Cocoa Budget Adjustment Form FY 2023 - 23-116-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1601 | DATE PREPARED: 08/24/23

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	001-0000-389.99-50	ES23NC	Fund Balance	$ 0	$ 0	$ 15,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	001-1601-525.46-00	ES23NC	Repair and Maintenance	$ 0	$ 0	$ 15,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 15,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Project Contingency was Approved by City Council 12/13/22 Resolution 2022-130 for Hurricane Nicole related damage to the Day Slips. Budget for the removal project was provided on BAF#23-069-A (Resolution 2023-041), however Contingency Budget was not needed at that time. Public Works needs to do a Change Order immediately to PO# 80526 for $15,000. (Informational Agenda 23-537 9-12-23)

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 12/13/22 RESOLUTION #: 2022-130

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.

8/31/23 Shawn Weston Digitally signed by Shawn Weston Date: 2023.08.31 15:04:10 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.08.31 13:58:27 -04'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2023.09.06 16:36:55 -04'00'
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Abigail Morgan Digitally signed by Abigail Morgan Date: 2023.08.31 16:00:25 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2023.08.31 13:59:32 -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 #:	23-551	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/6/2023			**In control:**	City Council
On agenda:	9/12/2023			**Final action:**	
Title:	City Council Bi-Weekly Report, August 18 - September 7, 2023. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 6, 2023
Agenda Date: September 12, 2023
Prepared By: Monica Arsenault, Interim City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
City Council Bi-Weekly Report, August 18 - September 7, 2023. (City Manager)

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: August 18 – September 7, 2023

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 9 received/ 9 closed out - $5.85 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
  - Sairon Ramirez– Firefighter Trainee, Fire/Administration, August 14, 2023
  - Gabriel Schaller– Firefighter Trainee, Fire/Administration, August 14, 2023

- Jaimee Gutierrez – Maintenance Worker I, Utilities/WaterField Operations, August 21, 2023
- Michael Hogan – Maintenance Worker I, Utilities/Sellers, August 21, 2023
- Antoinette Kalaygian – Maintenance Worker I, Utilities/Field Operations, August 21, 2023
- Ryan Kilmer – Utility Field Service Representative, Finance/Field Services, August 21, 2023
- Cindy Cruz – Customer Service Representative, Finance/Customer Service, September 5, 2023
- Bradley Dewitt – Maintenance Worker I, Utilities/Sellers, September 5, 2023
- Darian Freeman – Meter Reader, Finance/Field Services, September 5, 2023
- Carlos Hernandez Ruiz- Industrial Electrician II, Utilities/Dyal Water Treatment Plant, September 5, 2023
- Samuel Hicks - Customer Service Representative, Finance/Customer Service, September 5, 2023
- Ivan Rodriguez – Police Officer, Police/Administration, September 5, 2023

- Recent promotions
  - N/A
- 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 9-5-2023 (August 1 – 31)

- Major project updates
    - Integra Apartments ~100% complete
    - Cirrus Apartments ~75% complete
    - Orchid Lake Apartments – 30% complete
- New businesses – August 1-31
    - D1 – 0
    - D2 – 1 (Covenant Roofing & Construction)
    - D3 – 1 (Tri-City Towing)
    - D4 – 0
    - 188 Full Time / 0 Part Time employees added City-wide
- Permit/Inspection stats
    - 253 permits issued August 1-31 (1249 since January 2023)
    - 441 inspections August 1-31 (3166 since January 2023)
    - 140 permits under review

Finance

- Bid issued for hotel developers that closes on 4/18.
- GFOA has awarded the Certificate of Achievement for Excellence in Financial Reporting. for the FY21 ACFR to the City. There were minimal comments for improvement.
- Annual audit is being performed.
- Financial statements will be issued at the end of March/beginning of April.
- Final TRIM hearing on 9/27 City Council meeting for FY23 budget adoption.
- Florida Government Finance Professionals week 3/20-3/24.
- Payroll is working with Telestaff & the Fire Department to convert Fire Department payroll.
- Payroll reconfigured payroll for the Police Department change in scheduling.
- Final change of hurricane payroll was processed 2/28/23.
- Budget module is open for department input of FY24 budget requests.

Fire Department

- Call stats
    - Percentage of Total Incidents (01/01/23 to 09/06/23)
        - 33% FIRE
        - 67% EMS
        - 4,122 INCIDENTS
    - Coco Fire provided suppression coverage/support to Cape Canaveral Fire due to a passing of a department member.
    - FireBlast training trailer remains at PRIDE getting body work completed.
    - Chief Hennessey and Chief Lamm to attend rescheduled Cyber Security exercise on 9/15/23 (Emergency Management). Original date canceled due to Hurricane Idalia.
    - Chief Hennessey, Chief Bragg, and Lieutenant Houyouse attended compliance certification for NFPA 1851 PPE care and maintenance.
    - Multiple Public Relations events attend by crews.
    - Gabriel Schaller and Sairon Ramirez (Cocoa high school graduates) continue to accel in EMT school and have begun integration into the Fire Department.

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