City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, September 11, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-395 Approve the Agenda for the Regular meeting of September 11, 2018, as presented or with amendments.

Attachments: 09-11-18 Short Agenda.pdf

MINUTES:

II.2 18-405 Approve the Minutes of the Regular meeting of July 10, 2018, as written or with amendments.

Attachments: 07-10-18 Minutes.pdf
Exhibit A-Sister City Presentation.pdf
Exhibit B-TRIM.pdf
Exhibit C-Gehring Group.pdf
Exhibit D-Wages.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-362 Approve the Continuation of Work with Ace Flow Control, Longwood, Florida to Provide Cross Connection Control (CCC) Technical Field Services; Pending Approval of the FY2019 Budget. (Utilities Director)

Attachments:
B-14-07-COC Document.pdf
B-14-07-COC Executed Agreement.pdf
B-14-07-COC 2016 Contract Modifications.pdf

V.2 18-375 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Parkson Bar Screen for the Sellers Water Reclamation Facility from the Mack Company, Ponte Vedra Beach, Florida; To Approve a Resolution Amending the FY2018 Budget. (Utilities Director)

Attachments:
Resolution SS - Parkson
Budget Resolution - Bar Screen
BAF-UT-Parkson (9-11-18)~ Agenda 18-375 - FY18.pdf
Quote #B020 $155,000
Sole Source Letter Mack Co.
Sole Source Letter - Parkson

V.3 18-399 Consider the Reappointments of Mr. Paul Kamus and Mr. Michael Kirn as members of the Police Pension Board through September 30, 2020; and Ratify the Appointment of Mr. John A. Casey to the Board of Trustees for the Police Officers' Retirement Plan as the Fifth member through September 30, 2020. (Administrative Services Director)

Attachments:
Casey Reappointment application.pdf
Casey Consideration letter.pdf
Kamus Reappointment application.pdf
Kamus Consideration letter.pdf
Kirn Reappointment application.pdf
Kirn Consideration letter.pdf
Police Pension Roster.pdf

V.4 18-400 Consider the Reappointment of Mr. Milton Norris Park as a member of the Fire Pension Board through September 30, 2018. (Administrative Services Director)

Attachments:
Park Reappointment Application.pdf
Park Consideration letter.pdf
Fire Pension Roster.pdf

V.5 18-406 Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2018 through September 30, 2019 with an estimated premium of $825,707, pending approval of the FY2019 budget. (Administrative Services Director)

Indexes: insurance

Attachments: 2018 - 2019 FMIT Quote.pdf
2018 - 2019 1st Qtr Invoice.pdf
2018 - 2019 Account Breakdown.pdf

V.6 18-407 Consider the Reappointment of Ms. Sherry Woodhouse as a member of the General Employees' Pension Board through September 30, 2021. (Administrative Services Director)

Attachments: Woodhouse Reappointment application.pdf
Woodhouse Consideration letter.pdf
General Pension Roster.pdf

VI. PUBLIC HEARINGS:

VI.1 18-402 Ordinance No. 08-2018/Second and final reading: Related to changes in the Police Officers' Retirement Plan consistent with a Memorandum of Understanding between the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) regarding PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions and Section 2-220, Share Plan. (Administrative Services Director)

Indexes: benefits; Pension; PBA; Retirement

Attachments: Ordinance No. 08-2018 Cocoa Police Pension (Final)
PBA Pension Article 16.pdf
Holiday Pay MOU (Signed 08272018).pdf

VII. COUNCIL BUSINESS:

VII.1 18-384 Approve the current Code Enforcement lien for the property located at 2228 Salem Drive to be reduced from $34,250.00 to $3,000.00. The Code Enforcement Board, at its regular meeting on August 16, 2018 recommended that the lien be reduced to $3,000. Staff is recommending Council reduce the lien to $3,000 as recommended by the Code Enforcement Board so related City expenses and Staff time are reimbursed. (Chief of Police)

Attachments: Lien Reduction Application and Cost Sheet
Cost Sheet for 2228 Salem Dr

VII.2 18-401 Consider the Appointment of Mr. David Prather as a Regular member of the Utilities Advisory Board, through November, 2020. (Administrative Services Director)

Attachments: Prather Board application.pdf
Prather Consideration letter.pdf
Utilities Advisory Board Roster.pdf

VII.3 18-421 Provide the City Manager and City Attorney direction on establishing a Cocoa Police Community Relations Advisory Board. (City Manager)

VIII. CITY BUSINESS:

VIII.1 18-409 Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Fire Lieutenant Omar Shearer and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. Requesting approval for additional settlement authority for former Fire Lieutenant Timothy Olsen's Workers' Compensation Medicare Set-Aside Arrangement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council. Approve a Resolution Amending the FY2018 Budget through the use of General Fund Reserves, to cover any settlement agreements. (Administrative Services Director)

Attachments: Budget Resolution FY 2018.docx
BAF-FN-WC Settlement (9-11-18) Agenda 18-409 - FY18.pdf

VIII.2 18-413 Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2018 through September 30, 2021. (Administrative Services Director)

Indexes: IAFF; labor union; Labor; Union

Attachments: FINAL IAFF Contract Oct 1 18 to Sept 30 21 (Changes Accepted)

MULTI-YEAR CONTRACTS:

VIII.3 18-361 Approve Participation in a Cooperative Purchase Agreement with Hydromax USA to Provide Hydrant and Valve Assessment and Maintenance Service Utilizing Seminole County Contract No. IFB-602347-15/GCM Effective November 23, 2015 through November 23, 2018; Pending Approval of the FY 2019 Budget. (Utilities Director)

Attachments: Hydromax FY19 Short Term Demand Leveling Support Services Proposal 8_8_
Seminole County Contract IFB-602347-15_tc (Hydromax).pdf
FW_ IFB-602347-15 GCM Piggyback.msg

VIII.4 18-363 Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019; Pending Approval of the FY2019 Budget. (Utilities Director)

Attachments: OUC Contract #4218-2 OQ.pdf
FW Restoration Contractor.msg
All Terrain COI Exp 11-30-18.pdf

VIII.5 18-379 Approve the Sixth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective September 30, 2018 through September 29, 2020. (Utilities Director)

Attachments: WRA - RENEWAL 6TH AMENDMENT (Signed By Vendor)
WRA Consulting Services Agreement

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	18-395	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/29/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of September 11, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-11-18 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 29, 2018
Agenda Date: September 11, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of September 11, 2018, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of September 11, 2018, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

September 11, 2018

DATE: September 11, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of September 11, 2018 (18-395)
2. Minutes: Regular Meeting of July 10, 2018 (18-405)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. Approve the Continuation of Work with Ace Flow Control, Longwood, Florida to Provide Cross Connection Control (CCC) Technical Field Services; Pending Approval of the FY2019 Budget. (18-362). (Utilities Director)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Parkson Bar Screen for the Sellers Water Reclamation Facility from the Mack Company, Ponte Vedra Beach, Florida; To Approve a Resolution Amending the FY2018 Budget. (18-375). (Utilities Director)

3. Consider the Reappointments of Mr. Paul Kamus and Mr. Michael Kirn as members of the Police Pension Board through September 30, 2020; and Ratify the Appointment of Mr. John A. Casey to the Board of Trustees for the Police Officers' Retirement Plan as the Fifth member through September 30, 2020. (18-399). (Administrative Services Director)

4. Consider the Reappointment of Mr. Milton Norris Park as a member of the Fire Pension Board through September 30, 2018. (18-400). (Administrative Services Director)

5. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2018 through September 30, 2019 with an estimated premium of $825,707, pending approval of the FY2019 budget. (18-406). (Administrative Services Director)

6. Consider the Reappointment of Ms. Sherry Woodhouse as a member of the General Employees' Pension Board through September 30, 2021. (18-407). (Administrative Services Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 08-2018/Second and Final reading: Related to changes in the Police Officers’ Retirement Plan consistent with a Memorandum of Understanding between the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) regarding PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions and Section 2-220, Share Plan. (18-402). (Administrative Services Director)

VII. COUNCIL BUSINESS:

1. Approve the current Code Enforcement lien for the property located at 2228 Salem Drive to be reduced from $34,250.00 to $3,000.00. The Code

Enforcement Board, at its regular meeting on August 16, 2018 recommended that the lien be reduced to $3,000. Staff is recommending Council reduce the lien to $3,000 as recommended by the Code Enforcement Board so related City expenses and Staff time are reimbursed. (18-384). (Chief of Police)

2. Consider the Appointment of Mr. David Prather as a Regular member of the Utilities Advisory Board, through November, 2020. (18-401). (Administrative Services Director)

3. Provide the City Manager and City Attorney direction on establishing a Cocoa Police Community Relations Advisory Board. (18-421). (City Manager)

VIII. CITY BUSINESS:

1. Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Fire Lieutenant Omar Shearer and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. Requesting approval for additional settlement authority for former Fire Lieutenant Timothy Olsen's Workers' Compensation Medicare Set-Aside Arrangement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council. Approve a Resolution Amending the FY2018 Budget through the use of General Fund Reserves, to cover any settlement agreements. (18-409). (Administrative Services Director)

2. Approve the three year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2015 through September 30, 2018. (18-413). (Administrative Services Director)

MULTI-YEAR CONTRACTS:

3. Approve Participation in a Cooperative Purchase Agreement with Hydromax USA to Provide Hydrant and Valve Assessment and Maintenance Service Utilizing Seminole County Contract No. IFB-602347-15/GCM Effective November 23, 2015 through November 23, 2018; Pending Approval of the FY 2019 Budget. (18-361). (Utilities Director)

4. Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019; Pending Approval of the FY2019 Budget. (18-363). (Utilities Director)

5. Approve the Sixth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective September 30, 2018 through September 29, 2020. (18-379). (Utilities Director)

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	18-405	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/30/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of July 10, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-10-18 Minutes.pdf Exhibit A-Sister City Presentation.pdf Exhibit B-TRIM.pdf Exhibit C-Gehring Group.pdf Exhibit D-Wages.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2018
Agenda Date: September 11, 2018
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of July 10, 2018, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes of the Regular meeting of July 10, 2018, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

July 10, 2018

A Regular City Council meeting was held on Tuesday, July 10, 2018, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:02 p.m.

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

The Assistant City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Jeri Blanco	Deputy Mayor
	Don Boisvert	Councilman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Monica Arsenault	Assistant City Clerk
ABSENT:	Matt Fuhrer	Assistant City Manager

OTHER STAFF MEMBERS PRESENT:

Gina Maxwell, HR Manager/Acting Administrative Services Director; Katie Ennis, Deputy/Acting Utilities Director; Karen Hamilton, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Lora Howell, Interim Finance Director; Jonathan Lamm, Deputy Fire Chief; Tammy Eastburn, Procurement Card Coordinator; and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of July 10, 2018 (18-271)

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve the agenda as written for the Regular meeting of July 10, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Regular Meeting of June 12, 2018 (18-272)

* **MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to approve the minutes as written for the Regular meeting of June 12, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Sister City Update. (5 minutes). (18-287). (Kathy Mardirosian, Sister City)

Ms. Mardirosian introduced Mr. Jordan Miles, who provided a power point[1] regarding the Sister City program. He shared several photos of team members, people met in Israel, and Holocaust survivors.

IV. DELEGATIONS:

Jessica Jones, 989 Nagle Dr., Rockledge, spoke about police misconduct that she witnessed on July 7th. She stated that Officer Hernandez targeted and aggressively approached a nineteen year old black male because he claimed to have smelled marijuana on him. She stated that the officer intended to search the young man, who, in turn, did not make an attempt to run. She stated that she feels that some of the officers are too aggressive and do not know how to talk to people. As a result, young people feel scared and nervous around the police. She said that she asked Officer Hernandez if he found anything in the young man's possession and he stated that he did not. She expressed that she does not feel that all cops are bad but the ones that are have given the Police Department a bad name.

[1] Exhibit A: Sister City Presentation

George Brown Jr., 555 W. King St., Cocoa, stated that he had no complaints but he did wish to commend the City of Cocoa on their Fourth of July firework show. He noted that it was a great show and hopes the City will do it again.

City Manager Titkanich assured Council that he would reach out to Jessica Jones.

Ken Parks, 2 Church St., Cocoa, mentioned the Space Coast Inspiration Awards in October and noted that he had reached out to Sam Senger, Public Relations Specialist, to help promote the event. He thanked Council for their support.

Aleck Greenwood, 640 Brevard Ave., Cocoa, noted that he did not have any complaints either and also mentioned that he enjoyed the fireworks this year as well. He wished to offer a suggestion in naming Cocoa City Hall after Ric Holt, who he feels deserves this recognition due to the long standing work he put into the City while he was City Manager.

Brad Whitmore, 351 Rockledge Dr., Rockledge, representing Historic Cocoa Village Association, asked about an update to the Waterfront Master Plan. City Manager Titkanich agreed to reach out to him after the meeting.

V. CONSENT AGENDA:

1. Approve the Amendment to Bill of Sale and Easement for USA Today/Florida Today, 3101 Gannett Plaza, Melbourne, Florida; Authorize the City Manager to Execute the Amendment to Bill of Sale and Easement Document. (18-119). (Utilities Director)

2. Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve the purchase of six additional agent licenses and extended data and call recording retention on the Five9 Cloud Contact Center platform through Verteks Consulting, utilizing a previously approved sole source resolution. (18-286). (Assistant City Manager)

*** MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve the Consent Agenda.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 04-2018/2nd & Final Reading: Amending Chapter 2 Administration, Article XI Special Events and Parades regarding applications for special event and parade permits. (18-276). (Assistant to the City Manager/Public Relations Specialist)

City Attorney Garganese read Ordinance No. 04-2018 into the record, by title only as follows and mentioned that this is the second and final reading. He pointed out that there have been no changes since the first reading and offered to answer any questions.

ORDINANCE NO. 05-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE X, SECTION 3 OF THE CODE OF THE CITY OF COCOA TO MODIFY THE REQUIREMENTS TO ALLOW THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS AND CUSTOMARY ACCESSORY BUILDINGS ON A NONCONFORMING LOT OF RECORD; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Parrish opened up the discussion to the audience.

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

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve Ordinance No. 05-2018 on the second and final reading.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Approve Resolution No. 2018-048 establishing the Rolled-back Rate, adopt a Tentative Proposed Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2019 Budget. (18-281). (Interim Finance Director)

City Manager Titkanich provided a presentation[2]. He stated that staff is seeking direction regarding the establishment of the rolled-back rate, adopting a tentative proposed millage rate and setting the date, time and place for the first public hearing to September 5, 2018 at 5:30pm to consider the FY19 budget. City Manager Titkanich reminded Council that the proposed rate they vote for this evening can be reduced when voting for an adopted millage rate, but cannot be increased.

City Manager Titkanich shared a table depicting a historical review of millage and ad valorem revenue history. He also shared a chart of TRIM rate options. He explained that staff is proposing to maintain the current millage rate to keep the city on a fiscally sustainable path.

City Manager Titkanich explained the reduction to ad valorem revenue due to the required TIF payments to the CRAs from the General Fund. He pointed out that the County participates by providing money to the CRAs from their General Fund.

Additionally, he provided a chart explaining what an increase would mean to a single family property owner. He shared the valuations from FY18 and what FY19 would look like with a two percent increase for homestead exemption. He also shared a chart depicting FY19 comparative city rates and noted that Cocoa is ranked at number seven.

Lastly, City Manager Titkanich mentioned the upcoming workshop dates and times. It was noted that the next workshop will be held on August 8, 2018 at 5:30pm. The first public hearing is set for September 5, 2018 at 5:30pm and the second public hearing is set for September 13th at 5:30pm.

He briefly spoke of FY19's staff proposed rate and the gross revenue difference.

* **MOTION by Councilman Whipple; Seconded by Councilman Boisvert, to approve Resolution No. 2018-048 establishing the Rolled-back Rate, adopt a Proposed Tentative Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2019 Budget.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

[2] Exhibit B: Truth in Millage (TRIM) Presentation

City Manager Titkanich encouraged citizens to attend the budget workshop on August 8th.

2. Approve a Resolution celebrating 50 years of Home Rule in the State of Florida. (18-285). (City Manager)

City Manager Titkanich explained that prior to 1968 the State of Florida operated under a principle called Dylan's Rule. In 1968 voters in Florida voted in an amendment, specifically Article VIII, Section 2(b) of the Florida Constitution, that states that municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

City Manager Titkanich emphasized that Home Rule powers are critical to our City as well as surrounding counties as it effects local residents and allows them to have control of what is going on in their City. He pointed out that there have been recent attacks against Home Rule to try and retract it. He stated that staff is presenting a resolution celebrating fifty years of Home Rule and the recommendation is for Council to approve it.

Mayor Parrish pointed out that there is certainly a disconnect and hopes that people are able to see it.

Councilwoman Warner expressed that we need to celebrate Home Rule while we can. She mentioned that Mr. Fine is one of many making an attempt to withdraw Home Rule which will take away the opportunity for citizens to attend meetings to help Council make decisions that affect the entire community.

Mayor Parrish agreed and added that this is one of the reasons he is running to be a State Representative. He noted that this is a serious movement to keep both City Councils and citizens from making changes.

City Manager Titkanich asked everyone who is in support of Home Rule to come to the dais to take a group photo.

*** MOTION by Councilwoman Warner; Seconded by Deputy Mayor Blanco, to approve Resolution No. 2018-049 celebrating fifty years of Home Rule.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve Task Order 2018-3 with CH2M for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project (CCRIP) Final Design, Permitting, Bidding, and Procurement Assistance. (18-265). (Utilities Director)

Ms. Ennis read the item into the record.

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to approve Task Order 2018-3 with CH2M for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project Final Design, Permitting, Bidding, and Procurement Assistance.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve as recommended by the Employee Insurance Task Force (ITF) and City administration the proposed fiscal year 2019 benefit renewal for medical (which eliminates the Buy-Up Premier Plan), dental, flexible spending, and life insurances with associated providers; provide City administration a final determination on the vision carrier (Humana or EyeMed subject to a revised quote); and authorize the City Manager to sign related agreements. (18-270). Acting Administrative Services Director/Human Resources Manager)

Ms. Maxwell presented the item. She introduced Mr. Shawn Fleming, representative of Gehring Group, who shared information[3] regarding the upcoming changes being made to the insurance renewal for FY19. He shared a brief background history and noted that the city became self-funding in 2016.

Mr. Fleming shared information regarding medical claim averages and reported that claims have increased in the past three years due to higher catastrophic claims. He pointed out that pharmacy costs have also increased. He reported statistics for June 2017 to May 2018 regarding catastrophic claims and mentioned that the largest single claim was over eight hundred and seventy thousand dollars and represents fifteen percent of plan spent and the majority of increased costs for the current year.

[3] Exhibit C: Gehring Group: Insurance Renewal Discussion Presentation

Furthermore, he shared claims cost by plan. Premier plan costs have increased by fifty-six percent and premier plan costs are almost six times the cost of the base plan. Mr. Fleming discussed renewal options and stated that staff is looking at inflation and utilization. He shared stats showing overall increases in premium needed for the current plan.
He explained that two scenarios were proposed to the Insurance Task Force. The first scenario is a single plan option which is a seven and a half percent increase. The second scenario is a dual plan option, core and buy-up, at a seven and a half percent increase which would be a City contribution, and a seventeen and a half percent increased buy-up plan. The task force voted for the second option.

Mr. Fleming spoke about vision plan renewals. He explained that there is no increase proposed from Humana and no change to the schedule of benefits. Quotes from other vendors were also collected and were very competitive. It was found that one of the vendors, EyeMed, had a larger network of retail providers and proposed a reduction in premium. Although the Insurance Task Force recommended renewing with Humana, the Gehring Group and staff recommended the transition to EyeMed due to cost savings.

Lastly, Mr. Fleming shared a high level summary showing ancillary renewal recommendations. He asked if Council had any questions.

Mayor Parrish asked if the number of claims is anticipated to decrease and if this is common among other cities. In response, Mr. Fleming spoke about cancer costs and high expenses, as well as other high-risk illnesses that require many tests.

Ms. Tammy Eastburn provided a handout[4] to Council. She expressed that insurance costs are seemingly increasing astronomically and are costing employees a lot of money. She pointed out that due to the cost of living increasing annually, it can be very difficult to get by, especially for single parents. She shared that she had to take her disabled son off of her insurance policy as it was too expensive to keep him on it. She asked Council to reconsider the costs. She suggested allowing family members the utilization of the CareATC center at no cost. Additionally, she stated that she works in the Purchasing Department and is baffled by the fact that the City does not go out to bid for insurance policies.

[4] Exhibit D: Wages Insurance Chart

Mr. Fleming asked to address the question of bidding that Ms. Eastburn mentioned. He spoke about the cost paid to the third party administrator and explained that claims that are being incurred on the plan make up approximately eighty-five percent of the total. Furthermore, he explained that going out to bid does not necessarily mean that a bid will come in lower as claims could then be charged per claim. He spoke regarding the misconception of going out to bid and noted that since the City is self-funded, Gehring Group tries to obtain the best discounts they can.

Councilwoman Warner inquired about diabetic eye care. In response, Ms. Maxwell explained that it is not covered here but it is covered by Cigna. It was clarified that optometry falls under vision care.

Councilman Whipple agreed that there are many diabetics that need this coverage. It was clarified that this type of care is covered by both plans, medical and vision, however when the transition takes place it will only be covered by Cigna.

Deputy Mayor Blanco asked if there is a way to lower the costs. In response, Mr. Fleming explained that different incentives have been discussed and he shared that a single plan would probably be the best way to lower costs, however as it may impact some employees negatively, a decision was made to go with the second option. He explained that a high deductible option may be something to look at in the future.

Councilman Whipple thanked Ms. Eastburn for coming forward. He asked the City Manager to address her concerns after the meeting. He stated that he feels there are other employees that feel the same way and if this is going to cause a negative impact on the employees than it needs to be addressed. He asked the City Manager to provide an update at a later date regarding how these issues were addressed.

Mayor Parrish thanked Ms. Eastburn as well and stated that employees are the heart of the City and need to be treated fairly. He provided a brief background history on when he was first brought into office. He noted that the Gehring Group has done a great job over the years. Additionally, he mentioned the possibility of creating a task force to refocus efforts.

City Manager Titkanich stated that he would be happy to provide an overview of salaries and raises to Council.

He also explained that Gehring Group is trying to find a balance between City employees and tax payers and as well as trying to find a reasonable balance of benefits.

Councilman Boisvert asked if a decision needed to be made tonight. In response, City Manager Titkanich explained that with benefits enrollment quickly approaching a decision needed to be made tonight. He noted that back when the City was with Aetna, the city was faced with a thirty percent increase. He pointed out that there are some other cities that are also faced with a higher increase than we are.

* **MOTION by Councilwoman Warner; Seconded by Councilman Boisvert, to approve the recommendation made by the Employee Insurance Task Force, using EyeMed as the vision carrier with the understanding that employees who are diabetic still have the availability of vision services through their regular medical care; moving forward staff will reach out to City employees to ask for suggestions on how to improve the health services offered by the City at a more reasonable cost; have the City Manager consider forming an employee group to look at insurance coverage, not just for the City of Cocoa, but nation-wide in order to utilize the information to educate employees.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilwoman Warner added that the City needs to maintain a good level of benefits in order to keep good employees.

3. Ordinance No. 07-2018/1st Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Tuesday to Wednesday. (18-288). (City Attorney)

City Attorney Garganese read Ordinance No. 07-2018 into the record, by title only as follows and mentioned that this is the first reading.

ORDINANCE NO. 07-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-51 OF THE CITY CODE TO PROVIDE THAT REGULAR CITY COUNCIL MEETINGS SHALL BE HELD ON EVERY SECOND AND FOURTH WEDNESDAY OF EACH AND EVERY MONTH; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE SEVERABILITY, AND AN EFFECTIVE DATE.

City Attorney Garganese explained that Council has the right to change the meeting dates if they so wish, however, they would need to adopt an ordinance if they would like to entertain the idea.

City Manager Titkanich noted that Planning and Zoning as well as the Utilities Advisory Board will need to be moved if Council decides to move their meeting nights.

Councilman Boisvert stated that he feels the meetings should continue to take place on Tuesdays.

Councilwoman Warner explained that the reasoning behind the idea is because currently the School Board meets on the same nights as Council which can sometimes cause a conflict for those who wish to attend both meetings.

Councilman Whipple agreed and pointed out that there has been low attendance at Council meetings in the past due to the conflicting schedule. He stated that he also feels it will allow staff more time to complete the agenda.

Councilwoman Warner expressed that the members of the Boards in which this would affect should be contacted and polled. She asked that the City Clerk's Office poll the members of the boards that will be affected to gather their input and availability.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to table the item until the next scheduled Council meeting.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

4. Approve vendor selection for award of RFP #P-18-17-COC, Professional Auditing Services; authorize the City Manager to negotiate and execute a multi-year contract with Moore Stephens Lovelace, P.A. (in a contract form acceptable to the City Attorney) through September 30, 2023 (audit of FY2022) and any approved renewal terms in the contract. (18-193). (Interim Finance Director)

Ms. Howell presented the item to Council. She mentioned the comparison that was attached to the agenda item was used by a non-voting member, and pointed out that there was a typo but it did not affect the ranking.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to approve the vendor selection for award of RFP #P-18-17-COC, Professional Auditing Services; authorize the City Manager to negotiate and execute a multi-year contract with Moore Stephens Lovelace, P.A. (in a contract form deemed acceptable to the City Attorney) through September 30, 2023 (audit of FY2022) and any approved renewal terms in the contract.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Reapprove Maintenance Agreement and Amendment with Canon Solutions America, Inc. (CSA) for the Oce Color Wave 650 and TC4 Scanner System as a Multi-year Agreement to be renewed automatically for successive one (1) year terms until either Party Terminates Agreement retroactive to the effective date of the Maintenance Agreement and Amendment. (18-231). (Utilities Director)

Ms. Ennis read the item into the record.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the Maintenance Agreement and Amendment with Canon Solutions America, Inc. for the Oce Color Wave 650 and TC4 Scanner System as a Multi-year Agreement to be renewed automatically for successive one (1) year terms until either party terminates agreement retroactive to the effective date of the Maintenance Agreement and Amendment.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Authorize the City Manager to execute a multi-year contract addendum between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services. (18-233). (Interim Finance Director)

Ms. Howell read the item into the record.

* **MOTION by Councilman Boisvert; Seconded by Deputy Mayor Blanco, to authorize the City Manager to execute a multi-year contract addendum between the City of Cocoa and Orange Lien Data, LLC for Lien Search Services.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

Mayor Parrish opened up the discussion to any who wished to address the Council.

Captain Ed Lanni spoke about the Honor Flight program that allows veterans to fly on Southwest for free to go to Washington D.C. He explained that Mayor Parrish was his guardian and accompanied him on the trip.

Mayor Parrish stated that they met Bob Dole and Congressman Posey and were able to get pictures. He expressed that it was a great trip.

Mr. Greenwood asked for clarification on the moving of the CRA meetings if Council meeting dates change. It was clarified that that would need to be considered as well, but more than likely it would move too.

Mr. Wegerif stated that unfortunately the Public Works Department lost an employee, Steven Foster, over the weekend. City Manager Titkanich spoke in regards to this and asked everyone to keep their family in their thoughts and prayers.

Councilwoman Warner stated that she and Councilman Whipple had a great time at the SCLOC dinner the previous evening and she thanked the City of Rockledge for hosting everyone.

Additionally, she mentioned the amount of negative comments coming from the Port St. John area regarding City meter readers and the Water Department. She suggested that they come to Council and express their concerns. She also noted that anyone with large complaints reach out directly to the City Manager.

City Manager Titkanich noted that he would reach out to Sam Senger and Don Downs about putting something out on social media to address these concerns. Councilman Whipple mentioned that Councilwoman Warner will be the new advocate for the City of Cocoa for the SCLOC.

Councilman Boisvert advised that the traffic lights located at I-95 and SR 524 are now up and running. It was noted that Mike Erdman Toyota is planning to open on August 1st.

Deputy Mayor Blanco mentioned the Raising of the Flag Ceremony at Mike Erdman's on the Fourth of July and how impressive it was. She also made note of the Fourth of July celebration at Riverfront Park and of the jazz band that performed. She also spoke about the grand openings of fire stations 2 and 3.

Mayor Parrish agreed that the fire stations look great and he appreciated the tour. He stated that he feels they are a great addition to the City. Mayor Parrish also commented on the raising of the flag at Mike Erdman's and mentioned the great attendance. He further spoke about the fireworks in the park, and stated that it was one of the best grand finales he's ever seen.

Additionally, Mayor Parrish reiterated the importance of Home Rule and pointed out that history will shadow the redaction of it.

Councilman Boisvert commented on how great the clean-up has been in the City thanks to the Police Department.

Mayor Parrish asked everyone to be mindful of our City and the water with all of the issues going on at Patrick Air Force Base.

Councilwoman Warner noted that some of the federal funding given for hurricane damage is specifically designated for infrastructure.

Mayor Parrish asked City Manager Titkanich if there are any updates regarding the Sykes Creek Bridge. In response, City Manager Titkanich stated that he has not received any updated information.

XI. ADJOURNMENT

* **MOTION by Councilman Boisvert; Seconded by Councilman Whipple, to adjourn the Regular City Council meeting of July 10, 2018.**

AYES: Parrish, Blanco, Boisvert, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:58 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

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

EXHIBIT A: Sister City Presentation



the-birth-of-the-1.sistercityprogram.org






BRIDGES
FOR PEACE
גשרים למען השלום









Working on bomb shelters in Karmiel





Meeting Knesset members and getting to talk about Israeli politics





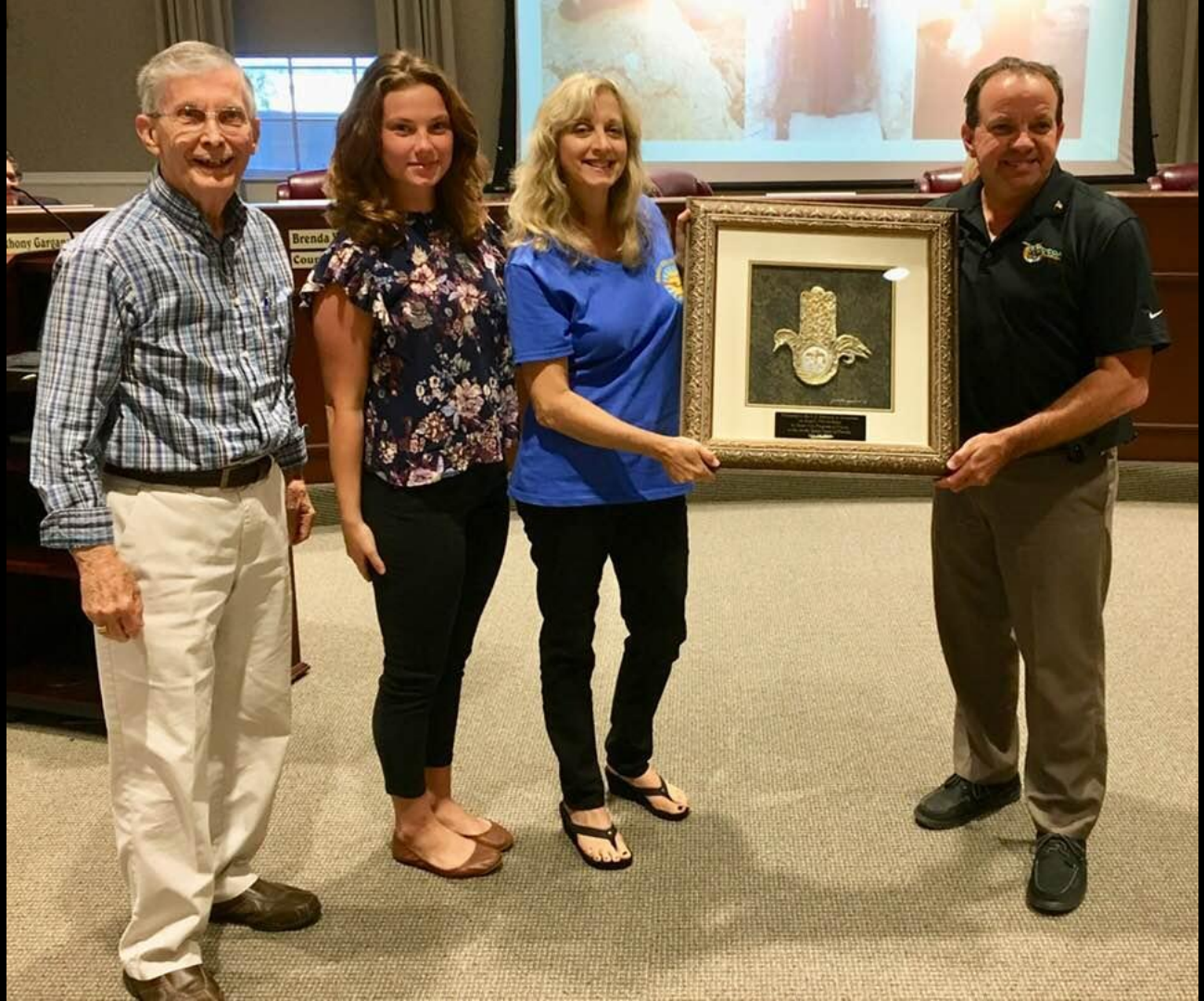



BRIDGES for peace
B 458
BRIDGES for peace
B 1050
All things are possible.
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BRIDGES for peace
B 1050








EMBASSY
UNITED STATES OF AMERICA
JERUSALEM, ISRAEL
DONALD J. TRUMP
PRESIDENT
MICHAEL R. PENCE
VICE PRESIDENT
DEDICATED BY
DAVID M. FRIEDMAN
AMBASSADOR TO THE STATE OF ISRAEL
MAY 14, 2018

U.S. Embassy in Israel

The American Center

לבוא. לדעת. להבין

Public Affairs office

The Center strives to initiate and strengthen bonds between Israelis and the United States, and to promote understanding of U.S. policies, society, values, and culture.


THE
AMERICAN


JAZZ
APRIL 2007
GOAL
MACHINE

Embassy

From page 1

tionship between two cities, but more importantly two amazing countries," Mr. Miles said during the artwork presentation ceremony.

He has spent the last year in Israel volunteering for The Sister City Program and also the Bridges for Peace Zealots program "to help new immigrants, Holocaust survivors and the poor."

Lisa Bess Wishman accepted the art on behalf of the U.S. Embassy. Ms. Wishman serves as the director of the American Center, a section of the U.S. Embassy where the art will be on display. The Center serves as an educational and cultural center with activities aimed at the Israeli public.

The Sister City Program in Cocoa is a partnership of Sister Cities International, an initiative created at President Eisenhower's 1956 White House conference on citizen diplomacy. President Eisenhower envisioned an organization that could be the hub of peace and prosperity by creating bonds between people from different cities around the world. By forming these relationships, President Eisenhower reasoned that people of different cultures could celebrate and appreciate their differences and build partnerships that would lessen the chance of new conflicts.

Many decades later, the Sister City Program of Cocoa was born out of that initiative.

"About 15 years ago, my mother, Theresa Miles, along with Pastor Ron Shelton and a group of 12 came to Israel," said Mr. Miles. "They met with Bridges for Peace and decided they wanted to support Israel… Bridges of Peace arranged Beit Shemesh to partner with us."

Beit Shemesh is a city of nearly 100,000 people and is nestled in the hills near Jerusalem.

About 11 years ago, the mayor of Beit Shemesh came to Florida and met with the mayor of Cocoa.

"Lo' and behold this turned into a lasting relationship and it has been just wonderful to watch grow into what it is today," said Mr. Miles.

The Sister City Program of Cocoa provides cultural and educational opportunities to all Brevard residents. For more information and a list of upcoming events, visit *www.sistercityprogram.org*.



Photo Courtesy of Sister City Program

Lisa Bess Wishman accepts the art on behalf of the U.S. Embassy in Jerusalem from Jordan Miles of Merritt Island.

HERITAGE
FLORIDA JEWISH NEWS
WWW.HERITAGEFL.COM YEAR 42, NO. 44 JULY 6, 2018 23 TAMUZ, 5778 ORLAND



Jordan Miles holding Hamsa-Chai-Dove artwork created by Judith Segall.

Sister City presents art to US Embassy in Jerusalem

By Diana van den Boogaard

COCOA—Standing in the crowd on the day the US Embassy opened in Jerusalem was Theresa Miles, former director of The Sister City Program of Cocoa (Florida), and her family. She was in Israel to celebrate the country's 70th anniversary and enjoy a family reunion with her sons, Jordan and Brandon. She also carried a framed artwork that Rabbi Joel and Tali Fox of B'nai Shira in Cocoa Beach had commissioned Orlando artist Judith Segall to create for the new embassy and to honor Israel's 70th birthday on May 14, 2018.



Art title plaque

Praising the close ties between Cocoa and Beit Shemesh, Israel, Jordan Miles, 21, from Merritt Island and now living in Jerusalem, presented the gift to the US Embassy in Jerusalem on June 25, 2018. Lisa Bess Wishnow, the director of the American Center, where the art will be on display. The Center serves as an educational and cultural center with activities aimed at the Israeli public.

The art, "Hamsa-Chai-Dove" by Segall, uses symbols to express a hope for "Peace, Life, and Divine Protection." Segall said her creative process "goes beyond the basic elements of color, composition and form in order to provoke thought and evoke emotion."

Segall is deeply appreciative of those who commissioned

SCH-3-2018 138
DIANA C. VAN DEN BOOGAARD
765 ATLANTIC DR.
SATELLITE BCH., FL 32937-2303

Second annu… Out coming …

Last year's Men's Night Out was such a success that there will be a second such event in November. Organized by the Men's Clubs of Congregation Beth Am, Temple Israel, Congregation Ohev Shalom, Congregation of Reform Judaism, and South West Orlando Jewish Congregation (in conjunction with the Jewish Federation of Greater Orlando), the evening will once again have an open bar, stupendous prime rib dinner catered by Arthur's, and fantastic entertainment.

Michael Soll, vice president and immediate past president of the Federation Board of Directors, explained this event is different from other events because it's open to all men in the Jewish community.

"Last year's event was a success because it was multi-generational and not unique to a specific group, but drew together men from all corners of the Jewish community, which allowed for rekindling of lifelong relationships," he told Heritage.

Comedian Cory Kahaney will keep the audience in stitches as she shares [last] everyday experiences in life with a bit of a… asked what … replies "I … card.] She … scribed as … balanced … (i.e., her … the differ… Democrat … was and she … Democrat … who promis… Disney Wo… lows throug… like a grum… you he can't … to Disney W… find out he … Kahaney … and runner… son of NBC… Last Comic… then she has … the late she… Show with … The Late Sh… Colbert, an… Show with … She has ev… Food Net… worry, she … dinner for … Men's … held Nov. … tion Ohev … beginning … p.m.; dinne…

Students file cri… against anti-I…

By Edwin Black



Criminal complaints are now being filed by students following the belligerent disruption of a May 17, 2018, Students Supporting Israel [SSI] event at University of California Los Angeles. At least a half-dozen students announced they would visit the UCLA police department to file formal complaints reporting criminal disruption of a meeting, as well as disturbing the peace and conspiracy.

The move follows media disclosures that UCLA was reneging on the public pledge by two chancellors in the Daily Bruin—bolstered by a statement for the record by a university spokesman—to refer the belligerent May 17 incident to prosecutors.

The disruption and nose-to-nose intimidation of the students attending the May 17 SSI event at UCLA was documented in a video. Disruptors suddenly and loudly stormed into the room mid-session. One person tore down a flag, demonstratively pulled away a desk placard, and cursed threateningly close to the face of a panelist. With bullhorns, whistles, staged dancing, and slogan shouting, the event was shut down.

The Louis D. Brandeis Center for Human Rights Under





Truth In Millage (TRIM) Presentation

Regular Council Meeting
July 10, 2018

EXHIBIT B: Truth in Millage (TRIM) Presentation

Objectives

❖ **Approve a resolution establishing the Rolled-Back Rate**

❖ **Adopt a Proposed Millage Rate**

To be in compliance with FS 200.065, the City must establish a proposed millage rate by August 4th (within 35 days of TRIM Compliance Process) for the 2019 Fiscal Year.

- Minimum Requirement – 3 of 5 Votes

❖ **Set 1st Public Hearing – Sept. 5, 2018 at 5:30pm**

❑ **REMINDER**

- The proposed rate you vote for tonight can be reduced when voting for an adopted millage rate, but cannot be increased.

Historical Review
Ad Valorem Tax Base

Fiscal Year		Valuation		% of Change
FY2008		$1,178,240,071		3.8%
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$858,558,414		5.0%
FY2018		$890,566,389		3.5%
FY2019		$967,726,786		8.6%

FY2009-FY2018 is based on the Final Taxable Value.

Historical Review of Millage and Ad Valorem Revenue History

Fiscal Year	Valuation	Millage	Ad Valorem Revenue	Revenue Variance from Previous Year	% of Change
FY2008	$1,178,240,071	4.4891	$4,799,656	($20,259)	(0.4%)
FY2009	$1,168,009,451	4.4891	$4,542,124	($257,532)	(5.4%)
FY2010	$1,025,224,075	4.4891	$4,066,536	($475,588)	(10.5%)
FY2011	$906,460,404	4.9660	$4,040,240	($26,296)	(0.6%)
FY2012	$797,859,898	5.5813	$4,022,601	($17,639)	(0.4%)
FY2013	$771,155,034	5.9811	$4,173,108	$150,507	3.7%
FY2014	$773,867,625	5.9811	$4,235,127	$62,019	1.5%
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	$4,454,795	$179,741	4.2%
FY2017	$858,558,414	5.9790	$4,768,944	$314,149	7.1%
FY2018	$890,566,389	5.9790	*$4,946,704	$177,760	3.7%

* FY 2018 represents Y-T-D collection, as of June 30,2018.

FY2019 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2018 – FY2019 Revenue Variance
FY2018 *Adopted Rate	**$888,479,522**	**5.9790**	**$5,312,219**	**$5,046,608**	
FY 2019 Millage Options					
Current Rate-Proposed	$967,726,786	5.9790	$5,786,038	$5,496,736	$450,128
Rolled-back Rate	$967,726,786	5.6493	$5,466,978	$5,193,629	$147,021
Majority Rate	$967,726,786	9.2317	$8,933,763	$8,487,075	$3,440,467

Proposed Rate

City Council may adopt any rate up to 10 mills with a two-thirds vote.

*The adopted rate using the valuation available at the time of adoption.

Reduction To Ad Valorem Due To Required TIF Payments To The CRA's From The General Fund

CRA	MILLAGE 5.9790 FY2018 CURRENT PROPOSED RATE	MILLAGE 5.9790 FY2019 CURRENT PROPOSED RATE	DIFFERENCE BETWEEN FY2018 AND FY2019 @ CURRENT MILLAGE	MILLAGE 5.6493 FY2019 VALUATION AT THE ROLLED-BACK RATE	DIFFERENCE BETWEEN FY2019 PROPOSED MILLAGE AND THE ROLLED-BACK RATE
DOWNTOWN COCOA	$653,817	$698,326	**$44,509**	$659,818	**$38,508**
DIAMOND SQUARE	$83,266	$113,653	**$30,387**	$107,386	**$6,267**
US 1 CORRIDOR	$99,509	$189,005	**$89,496**	$178,582	**$10,423**
TOTAL TO CRA's	$836,592	$1,000,984	**$164,391**	$945,786	**$55,198**

What Does This Mean To The Single Family Property Owner?

	Valuation	FY 2018 5.9790	*Valuation With 2.1% Increase	FY 2019 5.9790	Increase	FY 2019 Max. 10.0000
Single Family Residence	$100,000		$102,100			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$50,000	$299	$52,100	$312	$13	$521
Single Family Residence	$150,000		$152,100			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$100,000	$598	$102,100	$611	$13	$1,021
Single Family Residence	$200,000		$202,100			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$150,000	$897	$152,100	$910	$13	$1,521
Single Family Residence	$300,000		$306,300			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$250,000	$1,495	$256,300	$1,533	$38	$2,563

* The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. For 2018 the CPI cap is 2.1%, even though the City overall has a 8.63% increase in value.

FY2019 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Palm Bay	8.4500	Unavailable	Unavailable
2	Satellite Beach	8.1518	Unavailable	Unavailable
3	Titusville	7.6575	Unavailable	Unavailable
4	Melbourne	7.1878	6.7292	7.1878
5	Rockledge	6.3400	Unavailable	Unavailable
6	Indialantic	6.2653	Unavailable	Unavailable
7	**Cocoa**	**5.9790**	**5.6493**	**5.9790**
8	Cocoa Beach	5.4798	5.3637	Unavailable
9	Cape Canaveral	3.4600	Unavailable	Unavailable
10	West Melbourne	2.4633	Unavailable	Unavailable

Note: Ranking is established using the Proposed Rate. (Data is updated as it becomes available)

Next Steps

- Budget Workshop – **August 8th, 2018** at 5:30 pm

- 1ST Public Hearing – **Sept. 5, 2018** at 5:30 pm
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2019 Budget

- 2nd Public Hearing – **Sept. 13, 2018** at 5:30 pm
  - Adopt a Proposed Millage Rate
  - Adopt the FY2019 Budget

FY2019 Staff Proposed Rate & 1st Public Hearing

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY 2018 Millage Rate	$888,479,522	5.9790	$5,312,219	$5,046,608
Staff Proposed FY2019 Millage Rate	$967,726,786	5.9790	$5,786,038	$5,496,736
FY2019 Revenue Difference			$473,819	$450,128

1st Public Hearing on September 5, 2018 at 5:30 P.M. at Cocoa City Hall

Questions?



GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

City of Cocoa
Insurance Renewal Discussion

Presented by:
Shawn Fleming, CSFS®
Senior Benefits Consultant
July 10th, 2018

EXHIBIT C: Gehring Group-Insurance Renewal Discussion



Items for Discussion

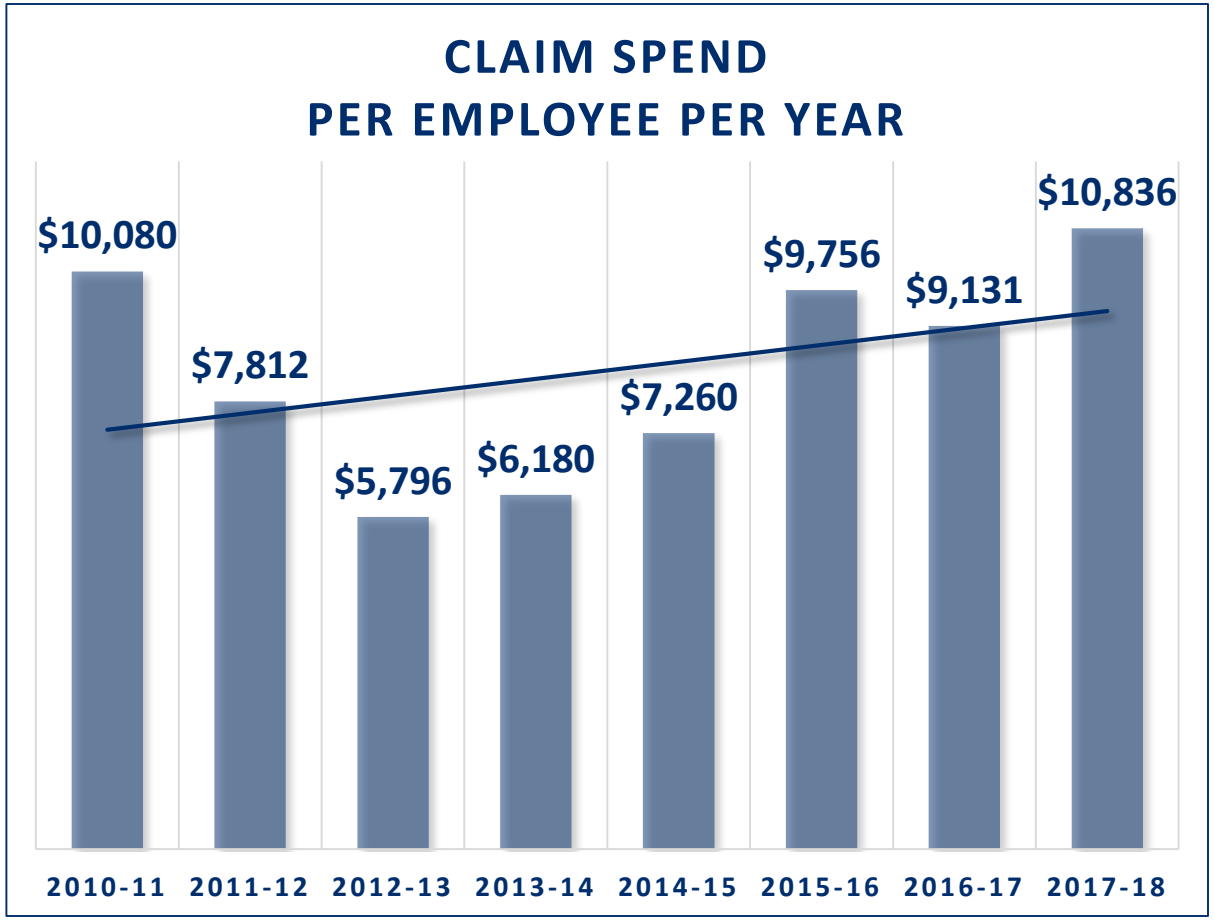
- Background
- Medical Plan Utilization
- Catastrophic Claims
- Renewal Options and Recommendation
  - Medical Plan
  - Ancillary Renewals
- Summary

Background

- City transitioned to self-funding for Fiscal Year 2016
- City was facing a 15% proposed increase:
  - Increase was driven largely by catastrophic claims
  - Overall initial savings of over $380,000 plus $110,000+ in annual savings by avoiding insurer fee from the Affordable Care Act tax on fully-insured premiums
- Self-funding ensures the City capitalizes on cost reductions achieved from the Employee Health Center

Medical Claim Averages

- Claims have increased in the past three years due to the higher catastrophic claims
- Pharmacy costs have increased over 15% due to the release of new specialty medications, not new medical conditions
- Claims costs by plan have not increased equally year to year



GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Catastrophic Claims (June ‘17 – May ‘18)

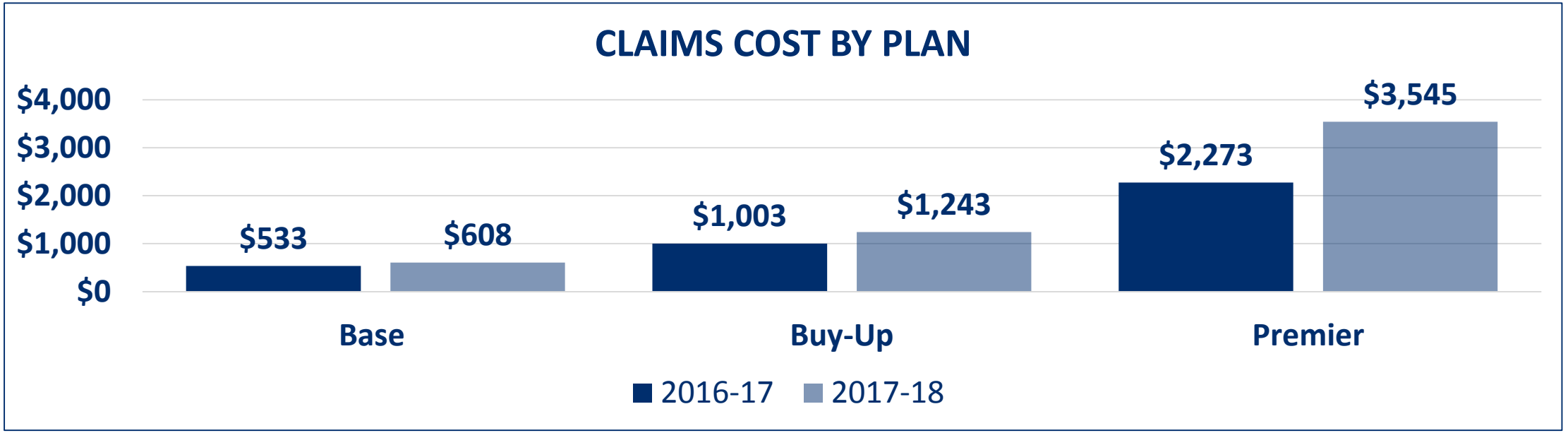


21 Claims exceeded **$50,000**

7 Claims exceeded **$100,000**

The largest single claim was over $870,000 and represents 15% of plan spend and the majority of increased costs for the current year

Claims Costs by Plan



- Premier plan costs have increased 56%, far more than the other two plans
- Premier plan costs are almost 6 times the cost of the base plan

Renewal Options

- 10.6% ($755,801) overall increase in premium needed for the current plan:
  - 16% **reduction** to core plan (327 employees enrolled)
  - 37% **increase** to buy-up plan (96 employees enrolled)
  - 260% **increase** to premier plan (22 employees enrolled)
- Two scenarios proposed to Insurance Task Force:
  - A) Single plan option (core plan) – 7.5% increase
  - B) Dual plan option (core and buy-up) at 7.5% Core plan increase (City contribution) and increase buy-up by 17.5%
- The Task Force voted for **Scenario B;** recommendation to renew with Scenario B
- **Overall increase to the City of 7.5% ($313,906)**

Vision Renewal

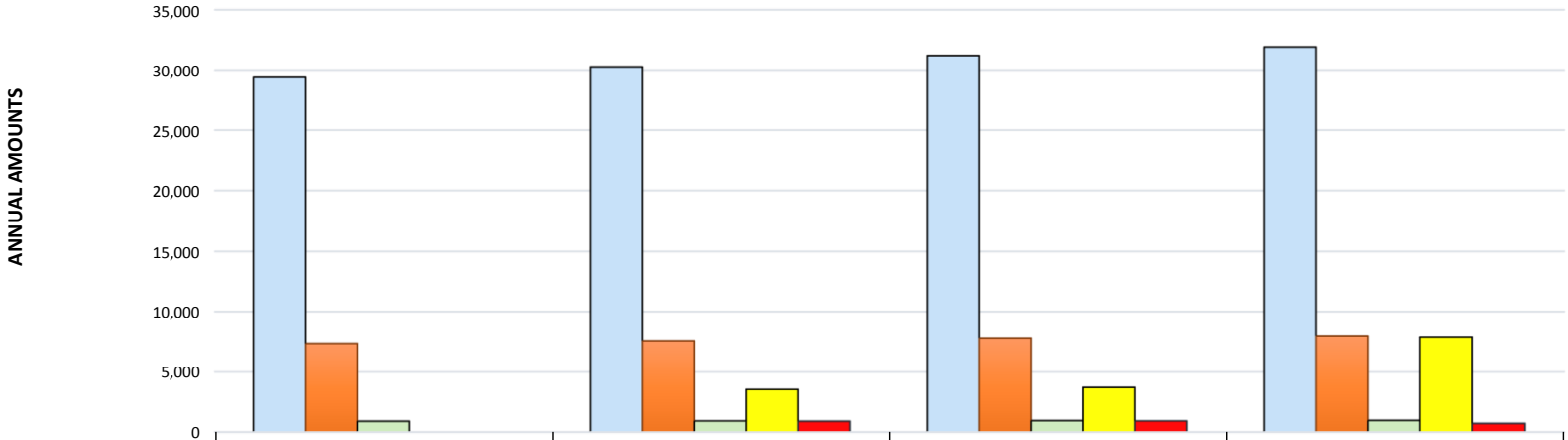
- No increase proposed from Humana and no change to schedule of benefits
- Administrative issues continue on the billing and eligibility side with the current program
- EyeMed and VSP proposed enhanced benefits at premium reductions to the current plan
  - The EyeMed plan proposed a much larger network of retail providers than VSP
  - EyeMed proposed a 5.4% reduction in premium
- The Task Force recommended renewing with Humana
- Staff and Gehring Group recommend selecting EyeMed due to cost savings and enhanced benefits

Ancillary Renewal Recommendations

Line of Coverage	Comments/ Recommendation
Dental	Negotiated no increase proposed from Cigna.
Basic Life Insurance (Employer Paid)	No increase proposed from Cigna.
Voluntary (Employee Paid) Life	No increase proposed from Cigna.
Short Term Disability	No increase proposed from Cigna.
Long Term Disability	No increase proposed from Cigna.
Vision Insurance	Recommended to transition to EyeMed at 5.4% reduction in premium with enhanced benefits.

QUESTIONS

EMPLOYEE - STRATEGIC OBJECTIVES



	FY2016	FY2017	FY2018	* FY2019
Annual Salary	29,390	30,272	31,180	31,881
25% Withholding (Mandatory)	7,348	7,568	7,795	7,970
3% FRS (Mandatory)	882	908	935	956
Family Insurance		3,568	3,736	7,881
Raise 3% & * 2.25%	0	882	908	702

DESCRIPTION	FY2016	FY2017	FY2018	* FY2019
Annual Salary	29,390	30,272	31,180	31,881
25% Withholding (Mandatory)	7,348	7,568	7,795	7,970
3% FRS (Mandatory)	882	908	935	956
Family Insurance		3,568	3,736	7,881
Net Annual Salary	**$21,161**	**$18,228**	**$18,713**	**$15,074**
Raise Annually 3% & * 2.25%	**$0**	**$882**	**$908**	**$702**
% of Salary to pay Insurance Annually	0.00%	11.79%	11.98%	24.72%
Annual Deductions: FRS / TAXES / INSURANCES	0.00%	39.79%	39.98%	52.72%
Mandatory Deductions Annually	28.00%	28.00%	28.00%	28.00%

* LIUNA - Employees were offered 2.25% raise for FY2019

NOTE: Employee added dependent child FY17 & FY18, wanted to add spouse FY19. This would mean almost 25% of their income was for insurance only. With the staggering cost of insurance and cost of living, Im afraid few employees understand its implications and consequences. Additional Prescription Cost, Co-Pays and Deductibles will make it nearly unatainable to use this health insurance.

EXHIBIT D: Wages Insurance Chart

Legislation Details (With Text)

File #:	18-362	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/14/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Approve the Continuation of Work with Ace Flow Control, Longwood, Florida to Provide Cross Connection Control (CCC) Technical Field Services; Pending Approval of the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-14-07-COC Document.pdf B-14-07-COC Executed Agreement.pdf B-14-07-COC 2016 Contract Modifications.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 16, 2018
Agenda Date: September 11, 2018
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Continuation of Work with Ace Flow Control, Longwood, Florida to Provide Cross Connection Control (CCC) Technical Field Services; Pending Approval of the FY2019 Budget

BACKGROUND:

The City of Cocoa Utilities Department maintains a Cross Connection Control (CCC) Program as regulated by the Florida Department of Environmental Protection (FDEP) and as described in the City of Cocoa's *Cross Connection Control Manual*. This program requires periodic inspections, surveys, testing, and documentation of backflow prevention assemblies and devices at residential and commercial customer sites to help eliminate and control actual or potential cross connections with the City's potable water distribution system. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers.

In May 2014, the City Council awarded Bid B-14-07-COC "CCC Program Services" to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices. The contractor was issued a purchase order and commenced work on commercial backflows in July 2014. Subsequently, City Council approved the continuation of work with Ace Flow Control for FY2015 through FY2018. During FY2019, Ace Flow Control will continue to focus on the required testing, repair, and

replacement of commercial/high hazard devices, and completing the required residential surveys/testing.

At this time, Utilities Department staff recommends approval of the continuation of work with Ace Flow Control as stated in Bid Document B-14-07-COC, per the approved duration of three years with two, two-year renewals. FY 2019 is years four and five of the contract dated April 8, 2014.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending approval of the FY19 budget
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$905,000
Account Number:	421-4025-536.46-00, WS13BC
Account Name:	Repairs and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

In May 2014, City Council awarded Bid B-14-07-COC, CCC Program Services, to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices.

In September 2014, City Council approved the Continuation of Work for FY2015 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2015, City Council approved the Continuation of Work for FY 2016 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2016, City Council approved the Continuation of Work for FY 2017 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In October 2017, City Council approved the Continuation of Work for FY2018 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

RECOMMENDED MOTION:

To Approve the Continuation of Work with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; Pending Approval of the FY2019 Budget.

SUBMIT BID TO:		INVITATION TO BID		
CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor, Room 311 **PH: 321-433-8833**		**Bidder Acknowledgement** *FORM NO. 00019*		
	BUYER: **HANK ROWAN**	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860	

MAILING DATE:	BID TITLE:	BID NUMBER:
Monday, March 03, 2014 @ 2:30p.m.	Cross Connection Control (CCC) Program Services	B-14-07-COC

BID SUBMITTAL DATE AND TIME:	BID OPENING TIME AND LOCATION:	BIDS RECEIVED AFTER SUBMITATAL DATE AND TIME WILL NOT BE ACCEPTED
Thursday, April 10, 2014 @ 2:30 p.m.	3:00 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	

PRE BID DATE, TIME AND LOCATION (IF APPLICABLE):	TIME:	DATE:
Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	9:30 AM	March 18, 2014

BIDDER NAME: Nils Humberg Enterprises, LLC. DBA Ace Flow Control

MAILING ADDRESS: 853 Waterway Pl, #101

CITY-STATE-ZIP: Longwood, FL 32750

EMAIL ADDRESS: nhumberg@aceflowcontrol.com

TELEPHONE NO: (407) 574-7208

FAX NO: (407) 403-6793

AUTHORIZED SIGNATURE (MANUAL):

TITLE: President

TYPED/PRINTED NAME: Nils Humberg

DATE: 03-31-14

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

a. Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
☐ Not enough bid response time ☐ Specification unclear ☐ Our company does not handle this item/service ☐ Our company does not submit bids to Municipalities ☐ Other: (please explain)	☐ Received invitation by direct mail ☐ Viewed posted legal ad on bulletin board ☐ Viewed bid posting on Internet home page ☐ Read legal ad in newspaper ☒ Viewed through bid reporting service ~~☐ Other: (please explain)~~ N.H.

1 SUBMISSION OF BIDS. All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the

Section 00300 REVISED

BID FORM

Cross Connection Control (CCC) Program Services

BID NO. B-14-07-COC

Proposal of Nils Humberg Enterprises, LLC. DBA Ace Flow Control
(Name)

853 Waterway Pl, #101, Longwood, FL 32750
(Address)

to furnish all materials, service, equipment, and labor required, for Cross Connection Control (CCC) Program Services as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City will provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on

CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$ 13.60	$ 95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
2	5,800	$ 37.25	$ 216,050.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$ 95.00	$ 19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$ 45.00	$ 18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$ 190.00	$ 4,750.00
6	All	6	25	$ 356.25	$ 8,906.25

7	All	8	25	$ 403.75	$ 10,093.75
8	All	10	25	$ 570.00	$ 14,250.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$ 1,160.00	$ 3,480.00
10	All	6	3	$ 1,540.00	$ 4,620.00
11	All	8	3	$ 1,920.00	$ 5,760.00
12	All	10	3	$ 1,920.00	$ 5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$ 57.90	$ 23,160.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$ 114.00	$ 1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$ 32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$ 332.50	$ 8,312.50
17	All	6	25	$ 380.00	$ 9,500.00
18	All	8	25	$ 570.00	$ 14,250.00
19	All	10	25	$ 760.00	$ 19,000.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$ 1,160.00	$ 3,480.00
21	All	6	3	$ 1,540.00	$ 4,620.00
22	All	8	3	$ 1,920.00	$ 5,760.00
23	All	10	3	$ 1,920.00	$ 5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$ 95,200.00
2	$ 219,050.00
3	$ 18,000.00
4	$ 18,000.00
5	$ 4,750.00
6	$ 8,906.25
7	$ 10,093.75
8	$ 14,250.00
9	$ 3,480.00
10	$ 4,620.00
11	$ 5,760.00
12	$ 5,760.00
13	$ 23,160.00
14	$ 1,140.00
15	$ 32,000.00
16	$ 8,312.50
17	$ 9,500.00
18	$ 14,250.00
19	$ 19,000.00
20	$ 3,480.00
21	$ 4,620.00
22	$ 5,760.00
23	$ 5,760.00

Grand Total 532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa will provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation,

successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$ 120.-
2	2 ½ - 10	$ 400.-

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

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.

2) Contract shall continue for three (3) consecutive years with two (2) options to renew this Contract for two (2) additional years, for a total of seven (7) years.

3) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

4) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

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

Dated this 8th day of April, 2014.

Nils Humberg Enterprises, LLC DBA Ace Flow Control
(Company or Corporation Name)

853 Waterway Pl, #101
(Street or P.O. Box)

Longwood, FL 32750
(City, State and Zip Code)

(407) 574-7208
(Area Code and Phone Number)

(407) 403-6793
(Area Code and Fax Number)

nhumberg@aceflowcontrol.com
(Email Address)

By Nils Humberg, President
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Nils Humberg who, after first being sworn by me,

affixed his/her signature in the space provided above on this 08th day of

April, 2014.

(Notary Public)

My commission Expires: 3/7/15

VICTOR VAZQUEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE055163
Expires 3/7/2015

Section 00500
FORM OF AGREEMENT
BID NO. B-14-07-COC

Cross Connection Control Program Services

This Agreement made and entered into on the 15th day of May, 2014, by and between Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida, 32750, hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT - The Contractor will be required to commence work under this contract within sixty (60) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as shown in the **Section 00300 BID FORM/SCHEDULE OF UNIT PRICING**.

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Included in each invoice, the contractor shall: (1) Provide evidence that he is actually paying for the materials that he has been paid for, and (2) Provide evidence that he is actually paying subcontractors for services that he has been paid for.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, and Unit Prices form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. Not Applicable. **PERFORMANCE/PAYMENT BOND** - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ __0_____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. Not Applicable. **ACCEPTANCE AND FINAL PAYMENT** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. **ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

ARTICLE 21. **TERMINATION**

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for

the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

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

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

ARTICLE 24. NO JOINT VENTURE Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
John A. Titkanich, Jr., City Manager

ATTEST: _____
Joan Clark, MMC, City Clerk

SPECIFICATIONS

BID NO. B-14-07-COC

March 2016 Contract Modifications

Introduction:

The City of Cocoa Water Field Operations Division (WFO), representing the City of Cocoa Utilities Department, is soliciting proposals for cross connection control (CCC) technical services as part of an on-going CCC Program. The CCC Program requires periodic inspections, surveys, testing and documentation of backflow prevention assemblies and devices to help eliminate and control actual or potential cross connections. The Program provides for the installation, maintenance, and operation of cross connection control devices that will systematically and effectively prevent the contamination of the potable water distribution system.

Definitions:

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "City" to mean the City of Cocoa, a political subdivision of the State of Florida.
2. The words "WFO Project Manager" to mean the City of Cocoa Water Field Operations (WFO) Manager or designee who is responsible for ensuring that the Cross Connection Control Program is meeting the City's expectations and who possesses the ability to determine/assign the areas of operation.
3. The word "Proposer" to mean the person, firm, entity or organization submitting a response to this Solicitation.
4. The word "Contractor" to mean the Proposer that receives any award of a contract from the City of Cocoa as a result of this Solicitation, also to be known as "the prime Contractor."
5. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor and/or materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
6. The words "Scope of Services" to mean the details of the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation and the resulting Contract.
9. The acronym "WFO" is an abbreviation for the City of Cocoa Utilities Department Water Field Operations.
10. The acronym "TREEO" is an abbreviation for the University of Florida's Center for **T**raining, **R**esearch and **E**ducation for **E**nvironmental **O**ccupations.
11. The acronym "ASSE" is an abbreviation for the **A**merican **S**ociety of **S**anitary **E**ngineers.
12. The acronym "FDEP" is an abbreviation for the **F**lorida **D**epartment of **E**nvironmental **P**rotection.
13. The acronym "CCC" is an abbreviation for **C**ross **C**onnection **C**ontrol.
14. The acronym "AWWA" is an abbreviation for **A**merican **W**ater **W**orks **A**ssociation

The following is a description of the services discussed herein:

1. **CCC site survey** shall include, but not be limited to, identification of meter number and address, the hazard assessment level (as defined in the City of Cocoa's *Cross Connection Control Manual* and *AWWA Manual M14)* and any recommended CCC device upgrades. The contractor is responsible for notifying and scheduling site inspections to ascertain the hazard level when necessary. It is assumed that the contractor will use sound judgment when an interior building inspection is warranted. Interior inspections will require approval by the WFO Project Manager prior to contractor inspection.

2. **CCC device testing** shall include, but not be limited to, the following services: on-site testing customer notification, device testing by TREEO certified staff and certified Fire Inspector (when required), identification of meter number and address, submission of executed test report, and documentation of all testing data. All testing shall meet the requirements of FDEP, AWWA, ASSE, City of Cocoa and device manufacturer's recommendations.
3. **CCC device repair** shall include, but not be limited to, the following items: repair notification, on-site repair of device, documentation of all repair data, and a successful testing of the device once the repair is complete. Any repair of CCC devices, 2 ½" and larger, shall include all rubber parts. All replaced parts of CCC devices, 2 ½" and larger, shall be bagged and tagged in the field and returned to WFO. All repairs shall include a one year warranty on parts and labor.
4. **Replacement of CCC devices** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new CCC device, flushing through newly installed device, delivery of removed CCC device to WFO, documentation of all repair data, and submission of device test report as defined above.
5. **Replacement of water meters** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new water meter, flushing through newly installed meter, delivery of removed water meter to WFO, documentation of meter readings (new and replaced), and submission of certification of proper installation.

Background:

The City of Cocoa WFO is seeking a firm to provide technical services on their CCC Program as regulated by the FDEP and as described in the City of Cocoa's Cross Connection Control Manual. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers. CCC devices in the City of Cocoa potable water distribution system are associated with and, typically, located adjacent to the customer's water meter. Typical residential water meters are ¾-inch diameter. Commercial water meters can range in size from ¾-inch to 10-inch diameter. An estimate of the breakdown by diameter of **commercial water meters** is as shown in Exhibit 1 below.

Exhibit 1. Commercial Potable Water Meter Sizes

Commercial Meter Size	Estimated % of Total Commercial Meters
3/4"	52%
1"	22%
1.5"	13%
2"	11%
3"	1%
4"	0.6%
6"	0.3%
10"	0.1%

For above ground CCC devices, the City is responsible for operating and maintaining the water system up to and including the piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the CCC device. For CCC devices below grade, the City is responsible for operating and maintaining up to and including the CCC device. All piping systems beyond these points are owned and maintained by the Property Owner.

Objective:

The City is seeking a Contractor to provide technical services in order to support the City of Cocoa Utility Department's CCC Program in meeting or exceeding the CCC regulations as established by FDEP. These services shall include the survey, testing, and/or repair of a minimum of seven thousand (7,000) CCC devices per year, including CCC devices associated with fire suppression water lines. The

Contractor shall be prepared to expand their services to meet or exceed any future regulatory requirements.

As part of this contract, the City may request that the Contractor replace water meters. The Contractor shall be capable of providing installation services within a two (2) week period of the request(s).

Minimum Qualification Requirements:

The following information shall be provided by the Proposer as part of the ITB package.

1. The Proposer shall provide a list of a least five (5) current or recently completed similar program services provided within the State of Florida within the past five (5) years with other public or private agencies.
2. The Proposer shall provide a list of at least three (3) client references to include organization name, contact person, telephone number(s), and address.
3. The Proposer shall provide information on the background and experience of the proposed management and service team including subcontractors, including employee's names, their assignments/roles, experience, and certifications, (i.e. TREEO, State certified Fire Contractor 1 or 2).
4. The Proposer shall be prepared to provide the following information for WFO Project Manager review and approval to the City of Cocoa Utilities Department within seven (7) calendar days following receipt of Notice to Proceed/Original Purchase Order.
    1. Detailed written information on their data management operations, including, but not limited to, an example of the information and data formatting of survey results, testing, repair and replacement of devices.
    2. Detailed written information on the method(s) of uploading and downloading information to the City and the City's Representatives.
    3. Standard operating procedures (SOP) for management, oversight, security, and quality control of technical services and data management.
    4. A copy of certifications for all team members including the following:
        a. Proposed management and service team including employee's names, resumes, TREEO certifications, and their assignments/roles.
        b. Proposed State certified Fire Contractor 1 or 2 and associated certifications.

Scope of Services:

Contractor shall comply with all current applicable requirements established by the City's *Cross Connection Control Manual*, AWWA, FDEP, Florida Building Code, and Federal, State and Local laws, rules, regulations, permits, codes, ordinances and statutes which govern this type of service. In case of conflict between authorities having jurisdiction, the most stringent requirement shall govern. Contractor's proposal shall reflect the most stringent requirement.

The Contractor shall provide the City with the following service components:

1. Conduct quarterly project review meetings with the City of Cocoa WFO Cross Connection Control/Backflow Prevention Project Staff. Prepare an agenda for each meeting. Prepare and distribute meeting minutes to all attendees.
2. Provide electronic reports every two weeks to select WFO staff that include, at a minimum, the following information:
    a. Number of tests, surveys, and repairs of City CCC devices conducted both during the previous 2 weeks and cumulatively.
    b. Results of all surveys and tests conducted over the past 2 weeks including any suggested cross connection control improvements.
    c. A minimum of one digital photograph of each inspection and/or repair of a cross control connection device will be submitted with the results of all surveys and tests conducted. Photographs shall be geocoded with longitude, latitude, and elevation included in the properties of each photo. The photos will be delivered in jpg form at minimal file size to be specified by the City. The photos will clearly show the meter serial number and validate the reports.
    d. List of sub-contractors employed by the Contractor during the past 2 weeks.

e. List of outstanding Contractor invoices.
f. List of outstanding Contractor issues awaiting WFO resolution.
g. Three-week look ahead on anticipated work, including CCC device assessments, database transfers, and software coordination activities.

3. Contractor's software system shall allow the transfer of data from their system to the City's XC2 database or as a tab delimited text file that can be appended directly to the water meter records contained in the City's existing GIS database. Contractor shall facilitate a regularly scheduled transmittal of data as determined by the WFO Project Manager. Tab delimited formatting for site survey files, testing files, and repair or replace files is included at the end of this specification in Tables 1, 2, and 3.
4. Contractor shall be able to report the data through a web browser interface from the site of CCC field services as required by the City, including transfer of geocoded photographs.
5. Contractor shall provide data on all surveys including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, hazard level with associated explanation, recommended backflow device for site, and any recommended cross connection control improvements.
6. Contractor shall provide data on all testing including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, test results and any cross connection control repairs performed at the site.
7. Contractor shall provide data on all field repairs including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, and type of repairs performed at the site. All repaired devices shall be retested at time of repair. All replaced parts on CCC devices, 2 ½" or larger, shall be tagged and bagged in the field and returned to WFO prior to invoicing for these repairs.
8. Contractor ~~shall~~ may provide data on all CCC device replacements including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, type of CCC device installed, and certified test results. WFO will provide CCC devices for replacement. Contractor shall return replaced device to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.
9. Contractor ~~shall~~ may provide data on all water meter replacements including the following minimum information: water meter number and meter reading of meter being replaced, water meter number and meter reading of meter being installed, business name (commercial replacements only), address of customer, location of meter on site, and verification of proper installation. WFO will provide water meters for replacement. Contractor shall return replaced meter to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement meters. The Contractor shall be reimbursed for these meters at cost.
10. Contractor shall maintain oversight, quality assurance, insurance, and security for all employees and sub-contractors.
11. Contractor shall coordinate with WFO to determine which CCC assemblies will be surveyed and/or tested.
12. Contractor shall be prepared to provide services outside of regularly scheduled work hours when requested by the Customer or by the WFO Project Manager at no additional costs. These requests shall not exceed 2% of total CCC devices to be surveyed, tested, and/or repaired.
13. Contractor may choose to provide services outside of regularly scheduled work hours at no additional cost to the Owner. Contractor shall provide written notification to Owner two (2) weeks prior to modifying work hours. Regularly scheduled work hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding City Holidays.
14. Contractor shall provide public relations assistance to WFO through customer on-site communications and assistance with written notifications to customers as deemed necessary. Written notification letters will be provided by the City.
15. Contractor shall provide a draft monthly invoice for review by the WFO Project Manager. This draft invoice shall be supported by data that has been approved and accepted by the WFO Project Manager.

16. Contractor shall provide warranty services on all repaired CCC devices for one year following the date of repair.

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City ~~shall~~ may provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City. The City may request that the Contractor purchase replacement devices and meters. The Contractor shall be reimbursed for these devices and meters at cost.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$13.60	$95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost

2	5,800	$37.25	$216,050.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$95.00	$19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$45.00	$18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$190.00	$4,750.00
6	All	6	25	$356.25	$8,906.25
7	All	8	25	$403.75	$10,093.75
8	All	10	25	$570.00	$14,250.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$1,160.00	$3,480.00
10	All	6	3	$1,540.00	$4,620.00
11	All	8	3	$1,920.00	$5,760.00
12	All	10	3	$1,920.00	$5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$57.90	$23,160.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$114.00	$1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$332.50	$8,312.50
17	All	6	25	$380.00	$9,500.00
18	All	8	25	$570.00	$14,250.00
19	All	10	25	$760.00	$19,000.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$1,160.00	$3,480.00
21	All	6	3	$1,540.00	$4,620.00
22	All	8	3	$1,920.00	$5,760.00
23	All	10	3	$1,920.00	$5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$95,200.00
2	$216,050.00
3	$19,000.00
4	$18,000.00
5	$4,750.00
6	$8,906.25
7	$10,093.75
8	$14,250.00
9	$3,480.00
10	$4,620.00
11	$5,760.00
12	$5,760.00
13	$23,160.00
14	$1,140.00
15	$32,000.00
16	$8,312.50
17	$9,500.00
18	$14,250.00
19	$19,000.00
20	$3,480.00
21	$4,620.00
22	$5,760.00
23	$5,760.00

Grand Total $532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa ~~shall~~ may provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$100.00
2	2 ½ - 10	$400.00

Legislation Details (With Text)

File #:	18-375	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/23/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Parkson Bar Screen for the Sellers Water Reclamation Facility from the Mack Company, Ponte Vedra Beach, Florida; To Approve a Resolution Amending the FY2018 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution SS - Parkson Budget Resolution - Bar Screen BAF-UT-Parkson (9-11-18)~ Agenda 18-375 - FY18.pdf Quote #B020 $155,000 Sole Source Letter Mack Co. Sole Source Letter - Parkson				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 23, 2018
Agenda Date: September 11, 2018
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Parkson Bar Screen for the Sellers Water Reclamation Facility from the Mack Company, Ponte Vedra Beach, Florida; To Approve a Resolution Amending the FY2018 Budget

BACKGROUND:

In 2013 the Sellers Plant upgraded its headworks. The bar screen system is the beginning of the Wastewater treatment process. As such, it is critical the bar screens are operational and functioning properly, they protect the other components of the plant from damage by removing large solids from the influent.

Over the last five years, the existing bar screen has experienced increase maintenance and repairs. The original manufacturer of the bar screen is WesTech. Staff received approval from Council on February 27, 2018 for repairs to the WesTech bar screen, however upon review the proposal was determined to be well over 50% of the cost for a new one and did not proceed with the repairs.

Parkson was originally specified for the 2013 bar screen replacement project, but WesTech was approved as an equal at that time. Seller's staff has been unsatisfied with the performance of the WesTech bar screen and recommends that the existing bar screen be replaced with the Parkson bar screen. Included with this agenda item is the sole source letter from Parkson, the manufacturer, showing the aqua guard ultra clean screen is a proprietary item, and a letter from the Mack Company showing they are the sole representative for Parkson in the state of Florida.

To purchase the bar screen equipment, a budget transfer is required. This purchase will allow the Sellers Plant to keep out rags and floatable items from entering the system and avoid potential damage to pumps and other equipment.

Staff is recommending waiving the competitive bid process to purchase the bar screen for the Sellers Plant.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$155,000
Account Number	421-4120-536.63-00, WS18PB
Account Name	Infrastructure
Source of Funds:	421-4120-536.46-00 - $5,000; 421-4120-536.63-00, WS17RT - $150,000

PREVIOUS ACTION:

On February 27, 2018, City Council approved a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Repair Services to the Bar Screen from WesTech, Salt Lake City, Utah.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Parkson Bar Screen for the Sellers Water Reclamation Facility from the Mack Company, Ponte Vedra Beach, Florida; To Approve a Resolution Amending the FY2018 Budget.

RESOLUTION NO. 2018-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 11th day of September, 2018.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2018-073

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing a Parkson Bar Screen for the Sellers Water Reclamation Facility from the Mack Company, Ponte Vedra, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

RESOLUTION NO. 2018-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 11th day of September, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: UTILITIES | DATE PREPARED: 08/23/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,000)	421-4120-536.46-00		REPAIRS & MAINTENANCE	$ 313,111	$ 357,025	$ 352,025	$ 107,065
($ 150,000)	421-4120-536.63-00	WS17RT	INFRASTRUCTURE	$ 3,195,000	$ 3,691,490	$ 3,541,490	$ 2,835,315
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 155,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 155,000	421-4120-536.63-00	WS18PB	INFRASTRUCTURE	$ 3,195,000	$ 3,541,490	$ 3,696,490	$ 2,990,315
$ 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
$ 155,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The bar screening system is the beginning of the wastewater treatment process. As such, it is critical that the bar screens are operational. the bar screens protect the other components of the plant from damage by removing large solids such as rags and float-able items from entering the plant and avoids serious damage to pumps and other equipment. Agenda #18-375

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 09/11/18 *RESOLUTION #:* 2018-074

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

8/23/18	Lorraine Williams-Hubbard	8/27/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.08.27 16:30:40 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/23/18	John "Jack" Walsh	8/30/18	Lora Howell Digitally signed by Lora Howell Date: 2018.08.30 08:27:11 -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 9/20/17 - IT

Quotation

NUMBER: B020 rev1

DATE: August 28, 2018

TO: City of Cocoa

REF.: Jerry Sellers WRF
Screen Replacement

Parkson Corporation is pleased to provide a quotation for the following equipment.

1. EQUIPMENT

One (1) Aqua Guard® Ultra Clean™ self-cleaning bar/filter screen model AGUC-MN-A

1.A. Equipment Description:

1. Unit shall be 2'-6" wide (W) and designed for installation in a channel 5'-6" deep (H). Solids larger than 3 mm nominal screen opening shall be removed from the flow and conveyed to a discharge point approximately 4'-3" above the top of the channel. When installed, the screen shall be inclined 75° from the horizontal and have a total discharge height (H1) of 10'-0" (as measured from the base of the screen to the discharge point). There will be a 3.5" recess required in the bottom of the channel.
2. Unit shall be capable of passing a peak flow of 9 MGD. The head loss across the screen at this flow will not exceed 13" assuming a downstream water level of 3'. The head loss calculation is based on assumption of a clean screen, clean water and **steady state flow.**
3. Materials of construction will be as follows:
   Frame: Type 316 stainless steel, 3/16" thick.
   Filter elements: High impact plastic.
   Side plates: High impact plastic.
   Shafts, chain links, guide rails, drive sprocket inserts: Type 316 stainless steel.
   Rollers: 400 series stainless steel (heat treated).
   Chain bushings: 400 series stainless steel (heat treated).
   Side seals: Neoprene rubber, with type 316 stainless steel backing plates.
   Anchor bolts: Type 316 stainless steel.
4. Screen drive with a 1/2 HP, 230/460V, 3 Æ, 60 Hz explosion-proof motor.
5. Electrical overload device consisting of an SSAC current monitor.
6. Manifold lubrication system.
7. Screen washing system consisting of two (2) type 316 stainless steel spray bars with quick release spray nozzles and NEMA 7 brass body solenoid valve with a 1" NPT connection.
8. Brush assembly of hybrid construction, with a side mounted door to provide access for brush replacement.
9. Brush drive with a 1/2 HP, 230/460V, 3 Æ, 60 Hz explosion-proof motor.
10. Covers fabricated of 14 gauge type 316 stainless steel, to enclose the portion of the screen above the channel.
11. Discharge chute fabricated of 14 gauge type 316 stainless steel, to direct screenings into the screenings wash press unit.
12. E-stop pushbutton in a NEMA 7 enclosure.
13. Main control panel furnished in a remotely located NEMA 4X type 316 stainless steel enclosure, housing controls for the screen and washer compactor units. To include programmable relay, motor starters, control transformer, main disconnect, float switch, and all other necessary switches, lights, and pushbuttons.

14. The Aqua Guard® screen shall be factory assembled and tested, and shall be shipped to job site fully assembled (motor/reducer assembly may be removed and crated separately for shipment). No field assembly (other than mounting motor/reducer) shall be required.

One (1) Aqua Wash Press® unit model AWP8-2

1.B Equipment Description:

1. The Aqua Wash Press® unit will consist of a spiral, trough, support legs, wash zone, trough flush spray, press zone, drive system and controls.
2. The unit will be designed to receive and wash screenings, then reduce the volume and water content by means of a pressing zone.
3. The press will have an inlet capacity of 35 cu.ft./hour, handling wet screenings with an approximate dry weight of not less than 8% solids.
4. The shafted spiral will be constructed of carbon steel, with an O.D. of 8” and having 0.63 inch thick flights. A brush will be bolted to the spiral in the inlet area to scour the perforated sheet.
5. The trough will be fabricated of type 316 stainless steel, having 0.12 inch diameter perforations, chamfered on the outside. It will receive free liquid from the washed solids and direct the flow to a 4 inch O.D. drain tube.
6. The inlet area, 11 inches wide by 27 inches in length, will receive incoming materials.
7. The wash zone will include a spray wash system to wash organic residue from the screenings.
8. The press will include a spray wash system to flush organic residue trapped in the trough.
9. The unit’s drive system will consist of a motor, gear reducer and carbon steel drive shaft. The motor will be 3 HP explosion-proof, 1800 RPM, 230/460 volt, 3 Phase, 60 Hz. The gear reducer is a shaft-mounted worm type gear reducer driven by a direct-coupled motor. The reducer will have a cast iron housing and output speed of 14 RPM and the drive shaft will be direct coupled to the spiral.
10. In addition to the drive motor, the following electrical devices will be furnished:
    a. Two (2) 120 volt, single phase, 60 Hz brass body solenoid valves housed in NEMA 7 enclosures.
    b. E-stop pushbutton in a NEMA 7 enclosure.
11. Inlet chute of 12 gauge type 316 stainless steel construction, to receive screenings from the screen.
12. Discharge piping with supports of 14 gauge type 316 stainless steel, to direct the washed and compacted screenings to the required location.
13. Anchor bolts, type 316 stainless steel.

1.C Installation

The installation scope of supply will include the following

- Mobilization to Project Site.
- Acceptance of the Equipment upon shipment from the Factory.
- Removal of old Screen from channel
- Prepare/clean channels and layout for installation of new equipment.
- Installation of the new Control Panel (within (eye) distance of the equipment).
- Installation of the new Parkson Screen.
- Installation of a new Parkson WashPress to include the discharge piping.

- Installation of the interconnecting chute.
- Electrical Sub-contract – Installation/Wiring the new equipment to include the conduit (Aluminum Conduit), wire, along with required labor.
- Test run/Startup of the supplied equipment operationally and turn-over to City of Cocoa.

NOTE: City is responsible for furnishing the crane for unloading of the equipment upon delivery and removal of the existing equipment and installation of the new equipment.

ITEM 2 SERVICES

2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Approval drawings: 2 prints included
2. Certified drawings: 2 prints included
3. IO&M manuals: 2 included

2.B Start-Up Assistance:

Parkson will furnish a factory representative for a total of two (2) days during one (1) trip to the jobsite to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Purchaser's written request. To include all of the equipment listed above.

2.C Mechanical Warranty:

Per Section XVI on the attached Standard Conditions of Sale.

PURCHASE PRICE:

All of the above for …….$155,000**
****WITHOUT COMPACTOR**

F.O.B. shipping point, freight allowed to jobsite, taxes excluded.

Price deduct to remove the Aqua Wash Press unit from the scope of supply $_____.

VALIDITY:

Purchase Price is valid for thirty (30) days from quotation date, for shipment of equipment within the timetable stated below.

PAYMENT TERMS:

90% net 30 days after shipment, 10% not to exceed 120 days after delivery.

TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11th) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase:	Approval drawings will be submitted six (6) weeks from receipt of all requested Additional Information if necessary, or if not necessary, from the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's office.
Shipment Phase:	Fourteen (14) weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office.

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's offices.

Dates are subject to confirmation upon receipt of written Purchase Order.

TERMS AND CONDITIONS:

Parkson's Standard Conditions of Sale, as stated on the attached, shall apply.

BUYER/OWNER RESPONSIBILITY:

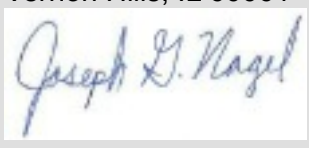
- Crane.
- Spare parts.
- Aluminum channel or plate.
- Manual shutoff valves, gate valves, check valves, butterfly valves, Y-strainers.
- Pressure gauges.
- Screenings bin.
- Lubricants.
- Shop or field painting.
- Piping connections, platforms, ladders, gratings and railings unless stated otherwise.
- Determining the compatibility of equipment materials of construction and process conditions (air and water) is the responsibility of the owner and/or consulting engineer.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued By:

PARKSON CORPORATION

562 Bunker Court
Vernon Hills, IL 60061



Accepted By: (Herein called the Buyer)

Name:	Joseph G. Nagel	Name	
Title:	Municipal Sales	Title:	
Date:	August 28, 2018	Date:	

Standard Conditions of Sale

I. GENERAL: All references to Parkson (or any derivative thereof) shall mean Parkson Corporation and all references to Buyer shall mean the customer named in a purchase order, quotation or proposal (collectively referred to herein as "quotation"). All quotations from Parkson shall be considered solicitations of offers and all purchase orders placed by Buyer shall be considered offers, which can only be accepted in writing by Parkson. Buyer shall either sign Parkson's quotation, or in the alternative, issue a non-conflicting purchase order containing necessary information, such as site name, price schedule, type and quantity of product, requested delivery date and delivery instructions. Parkson hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's request for quotation, purchase order, purchasing or shipping release forms. Notwithstanding any terms or conditions that may be included in Buyer's purchase order form or other communications, Parkson's acceptance is conditional upon Buyer's assent to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any other terms or conditions shall not become a part of the agreement unless expressly agreed to in writing by Parkson. Parkson's failure to object to any terms or conditions contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such terms or conditions. These terms and conditions shall be deemed incorporated (as though set forth in full) into any agreement entered into between Parkson and Buyer unless otherwise noted in writing. Parkson reserves the right, without any increase in price, to modify the design and specifications of Parkson products, provided that the modification does not adversely affect the original performance specifications as specified by Parkson or as requested by Buyer. Shipments, deliveries and performance of work shall at all times be subject to the approval of Parkson's Credit Department. Parkson may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Parkson.

II. PRICES, TERMS OF PAYMENT & TAXES: (a) PRICES: Unless expressly stated to be firm for a definite period, Parkson's offers are subject to change without notice, and in all cases are subject to withdrawal at any time before acknowledgment by Buyer. Quoted prices are firm for only thirty (30) days. Orders placed after thirty (30) days are subject to price increases in Parkson's sole discretion. Prices on acknowledged orders are firm for the agreed upon delivery time. Customer requests to extend originally agreed upon delivery date(s) will be subject to price escalation. If a price is stated in the quotation, it is based upon shipment of the quantities and quality requested by Buyer and on the basis of Parkson's internal delivery schedule at the time of preparation of said quotation. **(b) TERMS OF PAYMENT:** Payments against invoices shall be due and payable thirty (30) days from the date of delivery to a carrier, or upon receipt of an invoice from Parkson, whichever first occurs. If in Parkson's opinion, Buyer's financial condition does not justify continuation of production or shipment on the terms of payment specified, Parkson may, upon written notice to Buyer, cancel or suspend any outstanding order or part thereof, unless Buyer shall promptly pay for all goods delivered or shall make advance payments to Parkson as it, at its option, shall determine. If Buyer delays shipment for any reason, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If Buyer delays manufacture for any reason, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Parkson's right to immediate payment, be increased by 1½% per month on the unpaid balance, not to exceed the maximum amount permitted by law. If at any time in Parkson's judgment Buyer may be or may become unable or unwilling to meet the terms specified herein, Parkson may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment. **(c) TAXES:** Except for the amount, if any, of tax stated in a Parkson quotation, the prices set forth therein are exclusive of any amount for federal, state, local, excise, sales, use, property, in-country, import, VAT or similar taxes or duties. Such prices also exclude permit, license, customs and similar fees levied upon shipment of Parkson products.

III. SHIPMENT/STORAGE: (a) SHIPMENT: The anticipated shipment date(s) set forth in the quotation is/are approximate and subject to change. Notwithstanding other limitations set forth by Parkson, Parkson shall not be liable for any delays in shipment which are caused by events beyond the control of Parkson including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, tardy approval of drawings by Buyer, acts of Buyer or Buyer's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation. Parkson shall have the right to extend the anticipated shipment date for up to ten (10) business days, for any reason, provided Parkson shall give Buyer written notice of such delay prior to the scheduled shipping date. Buyer's order will be crated for domestic truck shipment and Parkson assumes no responsibility for loss of, or damage to, the equipment following delivery to a carrier, who shall be deemed to be acting as agent for Buyer, and the equipment shall thereafter be at the Buyer's sole risk. It is Parkson's policy to ship its equipment "Bill Collect," and the carrier will mail its invoice(s) directly to Buyer's billing address, unless otherwise agreed to in writing. **(b) STORAGE:** Once Buyer has been notified that its order is ready for shipment, if Buyer requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory and Buyer shall execute Parkson's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Parkson to Buyer pursuant to Section IV below. In the event that Buyer shall refuse to execute Parkson's Transfer of Title form and/or if the fabricator is unable to withstand storage of the equipment, Parkson shall have the right, at its sole discretion, to transfer the equipment to an intermediate storage facility, all at Buyer's cost, whereby transfer of title and risk of loss will be deemed to pass, pursuant to Section IV below, when the products are delivered to the carrier at the factory. All costs associated with shipping the equipment to said storage facility or from said storage facility to the job site (or any other site requested by Buyer) shall be the responsibility of Buyer. Buyer shall reimburse Parkson upon demand for any costs incurred by Parkson in connection with said storage, including without limitation, steps taken to protect the equipment from the elements, transport, storage facility fees, insurance, etc. Any delay in shipment requested or caused by Buyer or its agents will not affect the Terms of Payment above.

IV. TITLE & RISK OF LOSS: Parkson's prices are F.O.B. Parkson's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Buyer upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Parkson's name, regardless of mode of attachment to realty or other property, until the full purchase price has been received by Parkson. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Parkson's interest by adequately insuring the products against loss or damage from any external cause, including during any storage or transport, with Parkson named as insured or co-insured. Any claim by Buyer against Parkson for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Parkson in the condition claimed. Parkson shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically

requested in writing by the Buyer that these shipments be made in total. Any shipments returned to Parkson as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Parkson, including any storage costs as set forth in Section III above.

V. ERECTION: Unless otherwise agreed in writing, products are assembled, installed and/or erected by and at the full expense of Buyer.

VI. CANCELLATION & BREACH: Buyer agrees that Parkson products are specially manufactured goods that are not suitable for sale to others in the ordinary course of business. Therefore, purchase orders placed with Parkson cannot be canceled without recourse, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Parkson's written consent and upon terms which shall indemnify Parkson against all loss. In the event of cancellation or the substantial breach of the agreement between Buyer and Parkson, including without limitation, failing to make payment when due, Buyer agrees that Parkson will suffer serious and substantial damage which will be difficult, if not impossible, to measure, both at the time of entering the agreement and as of the time of such cancellation or breach. Therefore, the parties agree that upon such cancellation or breach, the Buyer shall pay to Parkson the sums set forth below which Parkson and Buyer do hereby agree shall constitute agreed and liquidated damages in such event:

a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of general arrangement drawings by Parkson to Buyer, liquidated damages shall be 10% of the selling price.
b. If cancellation or breach shall occur within thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, the liquidated damages shall be 30% of the selling price.
c. If the cancellation or breach occurs after thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the respective order by Parkson's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Parkson to Buyer. All sums will be determined at the sole reasonable discretion of Parkson provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
d. If cancellation or breach shall occur after Parkson has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price.

VII. DRAWINGS & SPECIFICATIONS: In the event that drawings are sent to Buyer for approval after an order is placed, the drawings must be returned marked "Approved" or "Approved as Noted" within twenty (20) calendar days after receipt unless otherwise noted. In the event that Buyer's written comments are not given within the twenty (20) day period, Parkson shall deem the items approved.

VIII. CORRECTIVE WORK & "BACK CHARGES". In no event shall any work be done, or services or material be purchased or expense otherwise incurred by the Buyer for the account of Parkson until after full and complete particulars (including an estimate of material cost) have been submitted in writing and approved in writing by Parkson. Parkson must be given the opportunity to discuss and research alternative methods to lower the costs involved in such corrective work. Unless agreed-upon in writing by Parkson, Parkson will not be liable for labor costs, overhead, administrative costs, interest or any other consequential or indirect costs Buyer incurs. Returned items will not be accepted unless Parkson has previously agreed to such return in writing and supplied written return-shipping instructions to Buyer.

IX. SELECTION OF MATERIALS: Because all Parkson products are specially manufactured products, the material make-up of many of Parkson's products varies from project to project. The determination of the materials' suitability and adaptability (including without limitation, paints and/or coatings) to the specific needs of the Buyer is solely the Buyer's choice and responsibility.

X. CONFIDENTIAL INFORMATION & IMPROVEMENTS: The design, construction, application and operation of Parkson's products, services and relevant documentation embody proprietary and confidential information; therefore, Buyer will maintain this information in strict confidence, will not disclose it to others, and will only use this information in connection with the use of the products or to facilitate the provision of services sold by Parkson. Buyer will not copy or reproduce any written or printed materials or drawings furnished to Buyer by Parkson. Buyer agrees to immediately return all confidential material to Parkson if requested in writing by Parkson. Buyer will not copy any information provided by Parkson or make any design drawings of Parkson's equipment and will not permit others to copy or make any design drawings of the equipment. Parkson shall have a royalty-free license to make, use and sell, any changes or improvements in the products invented or suggested by Buyer or its employees. Buyer acknowledges that a remedy at law for any breach or attempted breach of this Section will result in a harm to Parkson for which monetary damages alone will not be adequate. Buyer covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Notwithstanding anything to the contrary herein, Parkson may seek enforcement of any breach of this Section without the necessity of complying with the provisions regarding resolution of disputes herein.

XI. FIELD SERVICE: Field Service included in the quotation will only be scheduled upon written request and may be subject to credit approval. Should the Buyer have outstanding balances due Parkson, no startup / field service will be scheduled until such payments are received by Parkson. The Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Parkson's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Parkson shall have the option to bring the Field Service Engineer home and bill the Buyer for time, travel and living expenses. Additional field service is available from Parkson at the prevailing per-diem rate at the time of the request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

XII. LIMITATION OF LIABILITY: Unless expressly agreed to in writing by Parkson, all damages not direct and actual in nature, including without limitation, consequential, incidental, indirect, exemplary and punitive damages, shall be expressly prohibited damages. Such prohibited damages include, but are not limited to, lost rent or revenue; rental payments; costs (increased or not) of administration or supervision; costs or delays suffered by others unable to commence work or provide services as previously scheduled for which a party to this contract may be liable; increased costs of borrowing funds devoted to the project (including interest); delays in selling all or part of the project upon completion; damages caused by reason of Force Majeure or acts

of God (with the broadest statutory or court of law definition possible); termination of agreements to lease or buy all or part of the project, whether or not suffered before completion of services or work; forfeited bonds, deposits, or other monetary costs or penalties due to delay of the project; interest for any reason assessed to Buyer; increased taxes (federal, state, local, or international) due to delay or recharacterization of the project; lost tax credits or deductions due to delay; impairment of security; attorney and other legal fees for any reason assessed to Buyer, loss of use of the Equipment or any associated Equipment, costs of substitute Equipment, facilities or services, down time costs, claims of customers of Buyer for such other damages; or any other indirect loss arising from the conduct of the parties. Parkson only agrees to responsibility for damages from proven negligent and willful acts of its direct employees only.

XIII. APPLICABLE LAWS & GOVERNING LAW: To the best of Parkson's knowledge, Parkson products comply with most laws, regulations and industrial practices; however, Parkson does not accept responsibility for any state, city or other local law not specifically brought to Parkson's attention. For OSHA compliance, (1) Parkson is only liable for those OSHA standards that are in effect as of the date of the quotation, and to the extent they are applicable to the performance of Parkson. (2) Parkson is only responsible for the physical characteristics of the product(s) and not for the circumstances of the use of the product(s). (3) Parkson's liability through any noncompliance to OSHA shall be limited to the cost of modifying the product(s) or replacing the non-complying product(s) or component(s) after receipt of prompt written notice of noncompliance. The rights and obligations of Buyer and Parkson shall be governed by and interpreted in accordance with the substantive laws of the state of Florida including the uniform commercial code of Florida, excluding conflicts of law and choice of law principles.

XIV. DISPUTE RESOLUTION: Any issue, difference, claim or dispute ("Action") that may arise out of or in connection with the project referenced in the quotation, including these terms and conditions, shall be first resolved by negotiation at the highest executive levels between the Buyer and Parkson. If said negotiation is unsuccessful, any said Action or any transactions contemplated hereby or in the Quotation shall be finally settled under BINDING ARBITRATION in Broward County, Florida. Any such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association and shall be overseen by one (1) single arbitrator. Buyer and Parkson shall agree upon a single arbitrator or, if Buyer and Parkson cannot agree upon an arbitrator within thirty (30) days, then the Buyer and Parkson agree that the American Arbitration Association shall appoint a single arbitrator. In the event that an Action is brought, the prevailing party shall be entitled to be reimbursed for, and/or have judgment entered with respect to, all of its costs and expenses, including reasonable attorney's fees' and legal expenses. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

XV. PATENTS: Parkson shall indemnify Buyer against any judgment for damages and costs which may be rendered against Buyer in a suit brought on account of the alleged infringement of any United States patent by any product supplied by Parkson, unless (a) the alleged infringement occurs as a result of any alteration or modification to the product or the use of the product in combination with the products or services of any party other than Parkson, or (b) the product was made in accordance with materials, designs or specifications furnished or designated by Buyer, in which case Buyer shall indemnify Parkson against any judgment for damages and costs which may be rendered against Parkson in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and an opportunity be given to such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Parkson shall in no event be liable to Buyer for special, indirect, incidental or consequential damages arising out of allegation of patent infringement.

XVI. MECHANICAL WARRANTY: For a period of one (1) year following the Equipment shipment date ("Warranty Period"), Parkson's Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, Buyer must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Parkson or its service representative. Parkson Equipment may be deemed nonconforming only by an authorized Parkson representative. **Returns will not be accepted unless Parkson has authorized said return in writing.** If Parkson's inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Equipment may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this Warranty:

(A) Equipment is used for purposes other than those for which it was designed;
(B) Equipment is not used in accordance with generally approved practices;
(C) Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;
(D) Unauthorized alterations to or modifications of the Equipment not approved by Parkson, in writing;
(E) Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
(F) Operation of Equipment by persons not properly trained for that purpose;
(G) Failure to operate the Equipment in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or
(H) Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

BE ADVISED: Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and

unforeseeable influent characteristics are excluded from this Warranty. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

XVII. INDEMNIFICATION: Buyer shall comply and require its employees to comply with all instructions given by Parkson regarding installation, use and maintenance of the Equipment sold by Parkson and shall require its employees to use reasonable care and all safety devices in the operation and maintenance of said Equipment. Buyer shall not remove or permit removal or modification of any safety device, warning sign or label. Buyer shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Equipment and cooperate with Parkson in investigating any such accident or malfunction. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including attorney's fees) for personal injury or property damage arising from or in any way connected with the operations, activities or use of the Equipment sold by Parkson if Buyer fails to fulfill any of the foregoing obligations. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) which may be asserted against Parkson and its suppliers by any person relating to any portion of the Equipment which includes Buyer's existing equipment or equipment furnished by Buyer and to defend Parkson and its suppliers at Buyer's expense against any suit which may be commenced relating to the foregoing. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage to persons or property, other than the Equipment sold hereby or Buyer's possession or use of said Equipment.

XVIII. MISCELLANEOUS: Parkson does not assume responsibility for nor warrant the performance or accuracy of Buyer's furnished design, design criteria, or specifications. The parties agree that the foregoing terms and conditions constitute the entire terms and conditions between Buyer and Parkson and that there are no other agreements, terms or conditions, expressed or implied, unless otherwise agreed to in writing by Parkson. The terms and conditions herein shall supersede any terms and conditions of any other document that may apply to the transaction between the Buyer and Parkson. This document may not be modified or superseded other than by an instrument in writing signed by both Buyer and Parkson. This document shall be binding upon and inure to the benefit of Buyer and Parkson and their heirs, assignees, legal representatives and the project Owner for the project referenced in the quotation. The invalidity or non-enforceability of any particular provision of this document shall not affect the other provisions hereof, and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

The Mack Company
518 LeMaster Drive
Ponte Vedra Beach, Fl. 32082

John Burton
City of Cocoa
375 N. Cocoa Blvd
Cocoa, Fl. 32922

Re: Parkson Representation

Dear John;

This letter is to certify that The Mack Company is the sole representative for Parkson in the state of Florida.

Sincerely,

Barry L. Gregoire

Barry L. Gregoire
President

562 Bunker Court
Vernon Hills IL 60061-1831

Phone 847.816.3700
Fax 847.816.3707

July 12, 2018

City of Cocoa
375 N. Cocoa Blvd
Cocoa, Fl. 32922
Attn: Mr. Frank Palmieri

Re: Parkson Aqua Guard® Ultra Clean™ screen

Dear Mr. Palmieri:

This document is to confirm that Parkson Corporation is the sole source provider for the Aqua Guard® Ultra Clean™ screen. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for replacement parts.

Thank you for your consideration of Parkson screening equipment. If you have any questions or need any additional information, please contact our local representative, Mr. Barry Gregoire of The Mack Company at 904/553-1539, or me.

Sincerely,

Joseph G. Nagel
Municipal Sales
847/837-4952

Legislation Details (With Text)

File #:	18-399	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Consent Agenda
File created:	8/29/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Consider the Reappointments of Mr. Paul Kamus and Mr. Michael Kirn as members of the Police Pension Board through September 30, 2020; and Ratify the Appointment of Mr. John A. Casey to the Board of Trustees for the Police Officers' Retirement Plan as the Fifth member through September 30, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Casey Reappointment application.pdf Casey Consideration letter.pdf Kamus Reappointment application.pdf Kamus Consideration letter.pdf Kirn Reappointment application.pdf Kirn Consideration letter.pdf Police Pension Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 29, 2018
Agenda Date: September 11, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointments of Mr. Paul Kamus and Mr. Michael Kirn as members of the Police Pension Board through September 30, 2020; and Ratify the Appointment of Mr. John A. Casey to the Board of Trustees for the Police Officers' Retirement Plan as the Fifth member through September 30, 2020

BACKGROUND:

Mr. Paul Kamus has served on the Board of Trustees for the Police Officers' Retirement Plan since April, 2009. Previous to this board, Mr. Kamus served on the Fire Pension Board from March, 1997 until November, 2008. His current term expires on September 30, 2018, and he has expressed a willingness to serve for another two years. Mr. Kamus meets all of the qualifications for serving on a City board.

Mr. Michael Kirn is also a member of the Board of Trustees for the Police Officers' Retirement Plan

and has been a member since June, 2011. He was reappointed to the board in September 2012, and September, 2014. His current term also expires on September 30, 2018, and he has expressed a willingness to serve for another two years. Mr. Kirn meets all of the qualifications for serving on a City board.

The Fifth member of the Board of Trustees for the Police Officers' Retirement Plan has been held by Mr. John Casey since December, 2010. He has expressed a willingness to serve for another two years and meets the qualifications for serving on the board. Mr. Casey's reappointment must be Ratified by the Cocoa City Council.

If reappointed, Mr. Kamus and Mr. Kirn will serve through September 30, 2020, and if ratified, Mr. Casey will also serve through September 30, 2020. Their updated board applications and a current roster for the Police Pension Board are attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappointments members to City boards and vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Reappointments of Mr. Paul Kamus and Mr. Michael Kirn as members of the Police Pension Board through September 30, 2020; and Ratify the Appointment of Mr. John A. Casey to the Board of Trustees for the Police Officers' Retirement Plan as the Fifth member through September 30, 2020

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, August 30, 2018 4:22 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	John
Last Name	Casey
Application Date	8/30/2018
Address1	[redacted]
City	
State	
Zip	
District	District 4
Home Phone Number	[redacted]
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Retired
Title/Position Held	*Field not completed.*
Date of Birth*	[redacted]

E-mail Address	[redacted]

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Pension Board - Police

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	No
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	Yes

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Current police pension board member.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	John A Casey
Date:	8/30/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

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

August 30, 2018

Mr. John Casey
[redacted]

Re: Reappointment to the Police Pension Board

Dear Mr. Casey:

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Police Pension Board at the Regular City Council meeting being held on Tuesday, September 11, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Paul Kamus Application Date: 08/22/2018

Street Address, Including Zip Code: [redacted]

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 ✓ District 3 ____ District 4 ____

Telephones: Home: [redacted] Work: _____ Pager: _____ Cell: [redacted]

Place of Business: _____

Title/Position Held: Trustee / Secretary

Date of Birth[2] [redacted]

Email Address [redacted]

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment	✓	Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
	Sustainability Advisory Committee		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	____

Have you ever been convicted or found guilty, regardless
No

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Currently trustee/secretary on the Cocoa Police Pension Board and have served since February 2009. Prior board trustee/secretary on the Cocoa Fire Pension Board April 1997 - February 2004 and October 2006 - September 2008.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: Paul Kasmus Date: 08/22/2018

Social Security No: [redacted]

Drivers License No [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

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

August 29, 2018

Mr. Paul Kamus
[redacted]

Re: Reappointment to the Police Pension Board

Dear Mr. Kamus,

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Police Pension Board at the Regular City Council meeting being held on Tuesday, September 11, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Michael Kiri Application Date: 8/23/18

Street Address, Including Zip Code: [redacted]

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ___ District 2 ___ District 3 X District 4 ___

Telephones: Home: [redacted] Pager: ___ Cell: ___

Place of Business: —

Title/Position Held: —

Date of Birth[2] [redacted]

Email Address: [redacted]

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment	X	Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
	Sustainability Advisory Committee		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months? Yes X No ___
Do you own property or a business in Cocoa? Yes X No ___
Are you registered to vote in Brevard County, Florida? Yes X No ___
Have you ever been convicted or found guilty, regardless
No

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No X
Do you consent to a standard criminal background check? Yes ____ No X
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

WISH TO CONTINUE TO SERVE

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
X Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: _____ Date: 8/22/18

Social Security No: [redacted]

Drivers License No:

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

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

August 29, 2018

Mr. Michael Kirn
[redacted]

Re: Reappointment to the Police Pension Board

Dear Mr. Kirn,

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Police Pension Board at the Regular City Council meeting being held on Tuesday, September 11, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Board of Trustees for the Police Officers' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Robert Bobay, Chairman (Elected by Members)	Cocoa Police Dept.	639-7620 rbobay@cocoapolice.com	11/05 Elected 9/07 Reelected 09/09 Reelected 10/11 Reelected 09/13 Reelected 09/15 Reelected 09/17 Reelected	2019
Patrick Dovale (Elected by Members)	Cocoa Police Dept.	639-7620 pdovale@cocoapolice.com	09/17 Elected (will fulfill term of Eric Austin)	2019
Michael J. Kirn (Appointed by Council)	[redacted]	[redacted]	09/2016 Reappointed 09/2014 Reappointed 09/2012 Reappointed 06/14/11 appointed	2018
John Casey, (5th Member)	[redacted]	[redacted]	09/13/16 Reappointed/Ratified 09/2012 Reappointed 12/10 Appointed	2018
Paul Kamus (Appointed by Council)	[redacted]	[redacted]	09/2016 Reappointed 09/2014 Reappointed 9/2012 Reappointed 9/2010 Reappointed 4/2009 appointed to fill unexpired term of A. Allen	2018
Counsel: Timothy Bradley	1600 Woodland Drive Rockledge FL 32955	504-4455		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
Recording Secretary	Sheila Hutcheson	321-267-3082		

Legislation Details (With Text)

File #:	18-400	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Consent Agenda
File created:	8/29/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Consider the Reappointment of Mr. Milton Norris Park as a member of the Fire Pension Board through September 30, 2018. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Park Reappointment Application.pdf Park Consideration letter.pdf Fire Pension Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 29, 2018
Agenda Date: September 11, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Mr. Milton Norris Park as a member of the Fire Pension Board through September 30, 2018.

BACKGROUND:

Mr. Norris Park has served on the Board of Trustees for the Fire Pension since April, 1996 and has been reappointed on a regular basis since. His current term expires on September 30, 2018, and he has expressed a willingness to serve for an additional two years.

Mr. Park meets all of the qualifications for serving on a City board, and his updated application is attached for your review.

If reappointed, Mr. Park's term would be through September, 2020.

A current Fire Pension Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Reappointment of Mr. Milton Norris Park as a member of the Fire Pension Board through September 30, 2018

Carie Shealy

From: noreply@civicplus.com
Sent: Saturday, August 18, 2018 6:44 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Milton
Last Name	Park
Application Date	8/20/2018
Address1	[redacted]
City	
State	
Zip	
District	District 4
Home Phone Number	[redacted]
Work Phone Number	*Field not completed.*
Cell Phone Number	[redacted]
Other Phone Number	*Field not completed.*
Place of Business	Retired City of Rockledge
Title/Position Held	Battalion Chief/ Paramedic
Date of Birth*	[redacted]

E-mail Address	[redacted]

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Pension Board - Fire

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have had the privilege to serve the City of Cocoa, as a citizen appointed to the Cocoa Firefighters Pension Board for over twenty years. During my tender on this Board I have received continuous education and currently retain Certified Public Pension Trustee from the Florida Public Pension Trustees Association. I would greatly appreciate another opportunity to serve the City again for the term 2018-2020.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Milton Norris Park
Date:	8/20/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

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

August 29, 2018

Mr. Norris Park
[redacted]

Re: Reappointment to the Fire Pension Board

Dear Mr. Park,

This is to notify you that the Cocoa City Council will consider your application for reappointment to the Fire Pension Board at the Regular City Council meeting being held on Tuesday, September 11, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Board of Trustees for the Firefighters' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Brandon Lang (Elected by Employees) *Trustee Position #2*	Cocoa Fire Dept. [redacted]	[redacted]	12/16 Re-elected 12/14 re-elected 10/12 re-elected 1/22/10 elected (replaced Silverman)	2018
Leland Cox (Fifth Member)	[redacted]	[redacted]	03/17 re-elected 12/14-re-elected 10/12 re-elected 02/10 appointment (John Frey's position)	2018
Elliott Zimmerman (Appointed by Council)	3212 Westchester Drive, Cocoa 32926	632-8861	Reappt 9/13/16 Appt. 9/9/14	2018
Milton Norris Park, Chairman (Appointed by Council)	[redacted]	[redacted]	09/16 Reappointed 07/14 Reappointed 09/12 Reapppointed 10/10 Reappointed 09/08 Reappointed 9/06 Reappointed 4/96 Appointed	2018
Vacancy— ~~Lt. Mitchell Weldon~~ (Elected by employees) M. Weldon resigned effect. 2/6/18 *Trustee position #1*	[redacted]	[redacted]	~~12/16 Re-elected~~ ~~05/14 Reappointed~~ ~~4/12 Elected to fill seat vacated by Allan White.~~	~~2018~~
Counsel: Mark Floyd of Mierzwa & Associates	Mierzwa & Assoc. 3900 Woodlake Boulevard, Suite 212 Lake Worth FL 33463-3045			
Administrator: ~~Pete Prior~~	~~Benefits USA~~ ~~3810 Inverrary Blvd.~~ ~~Suite 208~~ ~~Lauderhill FL 33319~~ ***Effective Nov. 2014*** The Resource Centers 4360 Northlake Blvd. Suite 206 Palm Beach Gardens, FL 33410	~~800-452-2454, x203~~ ~~pk911@bellsouth.net~~ 561-624-3277 phone 561-624-3278 fax Baur, J Scott Scott@ResourceCenters.com or Margaret M. Adcock The Resource Centers, LLC		

		4360 Northlake Blvd., Suite 206 Palm Beach Gardens, FL 33410 Phone: 561-624-3277 Fax: 561-624-3278 Email: margie@resourcecenters.com		
RECORDING SECRETARY	Handled by administrator			

Legislation Details (With Text)

File #:	18-406	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/30/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2018 through September 30, 2019 with an estimated premium of $825,707, pending approval of the FY2019 budget. (Administrative Services Director)				
Sponsors:					
Indexes:	insurance				
Code sections:					
Attachments:	2018 - 2019 FMIT Quote.pdf 2018 - 2019 1st Qtr Invoice.pdf 2018 - 2019 Account Breakdown.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2018
Agenda Date: September 11, 2018
Prepared By: Deane Mills, Safety & Risk Program Manager
Through: Tammy B. Gemmati, Administrative Services Director
Requested Action:
Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2018 through September 30, 2019 with an estimated premium of $825,707, pending approval of the FY2019 budget.

BACKGROUND:

The City has been insured with Florida League of Cities' Florida Municipal Insurance Trust since October 1, 2001. The current policy covering general liability, automobile, and property coverage expires September 30, 2018. The Florida League of Cities has submitted a one-year renewal proposal for the same level of coverage, making the total renewal premium $825,707. The City will receive a ***return of premium*** under the property coverage in the amount of $27,996, making our total annual premium $797,710. This proposal represents an increase of $80,929 (11.3%) based on the FY2018 premium of $716,781.

Under the Finance Operations Manual, Section 12.2 Purchasing Procedures, the City Council may determine exceptions to competitive sealed bidding, under particular circumstances, if such exception is deemed in the best interests of the City and authorized by law. City Staff recommends to waive competitive bidding for this purchase so the City can remain a member of the FMIT for an additional year. The additional services and offers of coverage and services received from FMIT are

not offered by other carriers as more fully explained below, the FMIT has superior financial stability (approx. $475 million in assets, $195 million in surplus, and $8.9 billion in total insured value according to FMIT report), premiums are competitive, and past claims service with the FMIT over the past 17 years has been excellent. In sum, City staff does not believe it is in the City's best interest to leave FMIT.

At the regular City Council Meeting on September 10, 2014, as part of the General Insurance Program renewal for Fiscal Year 2015, the staff report outlined key differences of the FMIT policy compared to a competitor. Unlike many other insurance coverage, defense/legal costs are not deducted from coverage limits or charged to the member as part of the deductible. As a tool to manage liability and exposure to the City, this is a vital covered item and protected the City from extensive legal expenses over the years. The City has worked with FMIT through our City Attorney's office to defend several important and costly trials where the City has prevailed at trial. In addition, the FMIT policy also provides additional coverage amounts for public officials' liability and property rights claims including extra-contractual coverage for EEOC claims and public official ethics defense. Additionally, FMIT members automatically participate in the *SynergyNDS* Program which is a proprietary program that provide the City with crucial disaster preparedness, response and recovery services for crisis planning, disaster response and loss recovery. For example, in the event of a natural disaster in which the City suffers extensive property damage, this turnkey recovery program will eliminate the City's upfront out-of-pocket expense associated with an insured property loss, expedite the overall claim and recovery process while allowing members the flexibility to have it done in coordination with the City's requirements, and provide real time reporting and experienced project management at no additional cost to the City.

Other items that set FMIT apart from their competition is the additional services received of high value at little or no cost. For example, in FY2016, the City participated in a full property asset survey where all assets were photographed and listed through proprietary software that allows the City to properly list and track all assets efficiently. Also, the FMIT provides a return of property premium which has historically resulted in the City receiving a return of a portion of its property insurance premium at the end of the fiscal year.

A summary of the City's FY19 renewal is:

General Liability 2018 / 2019 Premium - $436,723

The General Liability (GL) premium is based on two factors. (1) The GL experience modification. This modification is calculated just like the City's Workers' Compensation modification by using the 2014/2015, 2015/2016, and 2016/2017 fund year losses. (2) The GL is rated by using projected payrolls from the City for the 2018/2019 year. Using both of these factors, this proposal represents a $20,924 increase based on the FY2018 premium of $415,799.

Auto Liability & Physical Damage 2018 / 2019 Premium - $145,959

This proposal represents a $28,636 increase based on the FY2018 premium of $117,323. Towards the end of FY18, there was additional vehicle coverage added in an estimated amount of $12,000. Other items added of value were a new claw truck and crane truck. Also, this past year there were several vehicles that experienced a total loss. All of these factors played a role in our increased renewal.

Property Coverage 2018 / 2019 Premium - $243,025

This coverage includes Real & Personal Property, Windstorm/Hail, Equipment and Inland Marine. This proposal represents a $29,250 increase based on the FY2018 premium of $243,025. This property increase is related to the three new fire stations added to the City's property schedule, along with the City's electronic signs were added as a covered item.

The City will receive a ***return of premium*** in the amount of $27,996, which will lower the overall property premium to $215,029. The City will receive the ***return of premium*** in November.

Overall, the FMIT policy is increasing by eleven point three percent (11.3%). The insurance expenses are split between multiple account lines and those are broken down below in the budgetary impact section. The City has budgeted this item in the proposed Fiscal Year 2019 budget.

STRATEGIC PLAN CONNECTION:

Renewal of the General Insurance Program through Florida League of Cities' Florida Municipal Insurance Trust will provide Financial Stability and will allow the City to control expenses of our General Liability, Automobile Liability, and Property Insurance.

BUDGETARY IMPACT:

Budgeted (in Proposed FY19)	Yes
If not budgeted, is amendment/transfer attached?	N/A

All Budgeted Insurance Account Lines Total $840,090. Since the Budgeted amounts are based on an estimate, there may be a need to move monies within the divisions to cover the three types of insurance.

Amount Requested	See Below - General Liability	
Account Number	$165,954.74	001-1600-513.45-00
	$96,079.06	001-2100-521.45-00
	$8,734.46	001-3560-519.45-00
	$4,367.23	423-3570-538.45-00
	$161,587.51	421-4010-536.45-00
Account Name	Insurance	
Amount Requested	See Below - Auto Liability	
Account Number	$742.13	001-1103-516.45-00
	$835.90	001-1600-513.45-00
	$39,730.44	001-2100-521.45-00
	$942.18	001-2132-524.45-00
	$1,599.47	001-2200-522.45-00
	$7,376.67	001-2201-522.45-00
	$567.09	001-3200-515.45-00
	$270.60	001-3500-519.45-00
	$2,765.81	001-3510-541.45-00
	$6,003.15	001-3520-572.45-00

$1,093.11	001-3540-519.45-00
$3,904.46	001-3560-519.45-00
$325.07	001-3580-519.45-00
$12,837.73	421-1515-536.45-00
$1,681.63	421-4010-536.45-00
$15,548.17	421-4020-536.45-00
$29,216.45	421-4025-536.45-00
$3,333.79	421-4055-536.45-00
$3,183.76	421-4120-536.45-00
$9,972.80	421-4125-536.45-00
$4,028.59	423-3570-538.45-00

Account Name Insurance

Amount Requested See Below - Property

Account Number

$70,477.25	001-3560-519.45-00
$172,547.75	421-4010-536.45-00

Account Name Insurance

PREVIOUS ACTION:

The City Council at its September 26, 2017 meeting, approved a one-year renewal policy with the Florida League of Cities, Inc., for the period October 1, 2017 through September 30, 2018.

RECOMMENDED MOTION:

Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2018 through September 30, 2019 with an estimated premium of $825,707, pending approval of the FY2019 budget.

Department of Insurance

FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2018-2019

City of Cocoa

FMIT 0105

Coverage	Deductible	Limit	Premium
General/Professional Liability	$25,000	$2,000,000	$436,723
Automobile Liability	$25,000	$1,000,000	$75,734
Automobile Physical Damage	Per Schedule		$70,225
Property	$25,000	$100,000,000	$243,025
TOTAL NET PREMIUM			$825,706
GRAND TOTAL PREMIUM			**$825,706**
RETURN OF PREMIUM			**$27,996**
REDUCED GRAND TOTAL PREMIUM			**$797,710**

The FMIT Board of Trustees has approved a $4,000,000 return of premium for members that had property coverage in the 2016-2017 Fund Year. The directive of the Board was to return property premium on the renewing members for 2018-2019 that participated in the Trust's property program in 2016-2017. Based on the property premiums paid in 2016-2017, the City can expect $27,996 in return premium should they elect to renew coverage for the 2018-2019 policy year.

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

Florida Municipal Insurance Trust (FMIT)
First Installment Billing - 18/19 Fund Year

FMIT # **0105** **Invoice Date:** **8/15/2018** **Due Date:** **10/1/2018**

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

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

Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	$546,074.00	$89,516.00	$73,921.00	$243,025.00	$0.00	$952,536.00
Incentive Credit	($109,351.00)	($13,782.00)	($3,696.00)	$0.00	$0.00	($126,829.00)
Total Net Premium	**$436,723.00**	**$75,734.00**	**$70,225.00**	**$243,025.00**	**$0.00**	**$825,707.00**

Current Installment

Coverage	Premium	Incentive Credit	Total Net Premium
General Liability Coverage	$136,518.50	($27,337.75)	$109,180.75
Auto Liability Coverage	$22,379.00	($3,445.50)	$18,933.50
Auto Physical Damage Coverage	$18,480.25	($924.00)	$17,556.25
Property Coverage	$60,756.25	$0.00	$60,756.25
Total Installment Amount			**$206,426.75**

Total Due by 10/1/2018 **$206,426.75**

NOTE: THIS RENEWAL IS BASED ON ALL COVERAGES. IF ANY OF THE LINES OF COVERAGE ARE NOT RENEWED, THE OTHER LINE PRICING WILL CHANGE OR COVERAGE OFFERINGS ON THE REMAINING LINES COULD BE WITHDRAWN ALTOGETHER.

POLICIES WILL BE MADE AVAILABLE AFTER OCTOBER 1, 2018 AND CAN BE VIEWED AND PRINTED ONLINE ONCE PAYMENT IS RECEIVED. ELECTRONIC POLICIES ARE ALSO AVAILABLE AFTER OCTOBER 1, 2018 UPON REQUEST. HARD COPY POLICIES CAN ALSO BE PROVIDED UPON REQUEST IN LATE OCTOBER 2018.

Please see reverse side for a copy of our Premium Installment Plan and Penalty Policy.

RECEIVED
AUG 21 2018
HUMAN RESOURCES

PINK COPY - Please return with your payment

WHITE COPY - For your records

FY 2019 Insurance Premium Distribution
Florida Municipal Insurance Trust

Annual Premium Proposal	$825,707.00

General Liability	$436,723.00

78%	General / Public Officials Liability		$340,643.94
38%	001-1600-513.45-00	$165,954.74	
37%	421-4010-536.45-00	$161,587.51	
1%	423-3570-538.45-00	$4,367.23	
2%	001-3560-519.45-00	$8,734.46	
		$340,643.94	

22%	Law Enforcement Liability		$96,079.06
	001-2100-521.45-00	$96,079.06	

Property	$243,025.00

71%	421-4010-536.45-00	$172,547.75
29%	001-3560-519.45-00	$70,477.25
		$243,025.00

Automobile	$145,959.00

001-1103-516.45-00	Project TBD	$831.00	0.5%	$742.13	$88.87
001-1600-513.45-00	Project VI09GO	$936.00	0.6%	$835.90	$100.10
001-2100-521.45-00	Project VI09PD	$44,488.00	27.2%	$39,730.44	$4,757.56
001-2132-524.45-00	Project VI09PD	$1,055.00	0.6%	$942.18	$112.82
001-2200-522.45-00	Project VI09FA	$1,791.00	1.1%	$1,599.47	$191.53
001-2201-522.45-00	Project VI09FD	$8,260.00	5.1%	$7,376.67	$883.33
001-3200-515.45-00	Project VI09CD	$635.00	0.4%	$567.09	$67.91
001-3500-519.45-00	Project VI09AD	$303.00	0.2%	$270.60	$32.40
001-3510-541.45-00	Project VI09ST	$3,097.00	1.9%	$2,765.81	$331.19
001-3520-572.45-00	Project VI09PR	$6,722.00	4.1%	$6,003.15	$718.85
001-3540-519.45-00	Project VI09FO	$1,224.00	0.7%	$1,093.11	$130.89
001-3560-519.45-00	Project VI09FM	$4,372.00	2.7%	$3,904.46	$467.54
001-3580-519.45-00	Project VI09CP	$364.00	0.2%	$325.07	$38.93
421-1515-536.45-00	Project VI09FS	$14,375.00	8.8%	$12,837.73	$1,537.27
421-4010-536.45-00	Project VI09WA	$1,883.00	1.2%	$1,681.63	$201.37
421-4020-536.45-00	Project VI09DP	$17,410.00	10.7%	$15,548.17	$1,861.83
421-4025-536.45-00	Project VI09TD	$32,715.00	20.0%	$29,216.45	$3,498.55
421-4055-536.45-00	Project VI11EG	$3,733.00	2.3%	$3,333.79	$399.21
421-4120-536.45-00	Project VI09SA	$3,565.00	2.2%	$3,183.76	$381.24
421-4125-536.45-00	Project VI09SC	$11,167.00	6.8%	$9,972.80	$1,194.20
423-3570-538.45-00	Project VI09SW	$4,511.00	2.8%	$4,028.59	$482.41
		$163,437.00	100.0%	$145,959.00	$17,478.00

	$163,437.00
Incentive Credit	-$17,478.00
Total	$145,959.00

Legislation Details (With Text)

File #:	18-407	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Consent Agenda
File created:	8/30/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Consider the Reappointment of Ms. Sherry Woodhouse as a member of the General Employees' Pension Board through September 30, 2021. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Woodhouse Reappointment application.pdf Woodhouse Consideration letter.pdf General Pension Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2018
Agenda Date: September 11, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Ms. Sherry Woodhouse as a member of the General Employees' Pension Board through September 30, 2021.

BACKGROUND:

Ms. Woodhouse has served on the Board of Trustees for the General Employees' Retirement Plan since November, 2007. She has been reappointed on a continuous basis since that time. Her current term will expire September 30, 2018, and she has indicated a willingness to serve for another three year term.

She currently meets all qualifications for serving on a City board and if reappointed, Ms. Woodhouse's new term would be through September, 2021.

Her updated application and a current board roster are attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to board and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Reappointment of Ms. Sherry Woodhouse as a member of the General Employees' Pension Board through September 30, 2021.

RECEIVED
AUG 30 2018
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Sherry Woodhouse Application Date: Aug 25, 2018

Street Address, Including Zip Code: 12 Oak St, Cocoa, FL 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ✓ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: 321-631-7185 Work: NA Pager: NA Cell: 321-501-4810

Place of Business: — NA

Title/Position Held: NA - Retired from City of Cocoa

Date of Birth[2] Sept. 3, 1948

Email Address: sherrywoodhouse@yahoo.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee	✓	Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
	Sustainability Advisory Committee		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	_____
Do you own property or a business in Cocoa?	Yes	✓	No	_____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	_____
Have you ever been convicted or found guilty, regardless				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ✓ No ____
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I have served on this board for eleven years. I am currently certified by ~~the~~ the FPPTA with my CPPT (Certified Public Pension Trustee), attaing my certification 9 years ago by attending trustee school, and earning educational credits by attending schools each year since that time.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: Sheny Woodhouse Date: Aug 25, 2018

Social Security No: [redacted]

Drivers License No:

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

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

August 30, 2018

Ms. Sherry Woodhouse
12 Oak Street
Cocoa, FL 32922

Re: Reappointment to the General Pension Board

Dear Ms. Woodhouse:

This is to notify you that the Cocoa City Council will consider your application for reappointment to the General Pension Board at the Regular City Council meeting being held on Tuesday, September 11, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2020
Vincent Knowles (Elected by Employees)	City of Cocoa 65 Stone St. Cocoa, Florida 32922 2392 Mars Court Cocoa, FL 32926	Cell: 321-684-2488 lisapknowles@hotmail.com	09/16 re-elected 09/14 Elected to fulfill term of Timothy Gray	2019
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830	631-7185 (H) 501-4810 (C)	09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2018
VACANCY ~~Jeff Childers, Vice Chair/Secretary~~ ~~(Fifth member)~~	~~7207 Achilles Road Cocoa FL 32927-8082~~	~~Home 631-9512~~ ~~fetchitman@yahoo.com~~	~~09/15 Ratified~~ ~~09/12 Ratified~~ ~~06/11 Ratified~~ ~~09/10 Reelected~~ ~~10/07 Elected~~ **Resigned 4/19/18**	~~2018~~
Missie McCarthy, Chair (Retiree member - Appointed by City Council)	3461 Fox Wood Drive, Titusville FL 32780*2525	268-1902 (H) missiemccarthy@ymail.com	9/16 Reappointed 9/13 Reappointed 9/10 Reappointed 9/07 Appointed	2019
Counsel: Mr. Scott Christiansen	Christiansen & Dehner, 63 Sarasota Center blvd., Suite 107 Sarasota, Fl. 34240 941-377-2200	Phone 941-377-2200 Fax 941-377-4848		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		

Legislation Details (With Text)

File #:	18-402	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	8/29/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Ordinance No. 08-2018/Second and final reading: Related to changes in the Police Officers' Retirement Plan consistent with a Memorandum of Understanding between the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) regarding PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions and Section 2-220, Share Plan. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, PBA, Pension, Retirement				
Code sections:					
Attachments:	Ordinance No. 08-2018 Cocoa Police Pension (Final) PBA Pension Article 16.pdf Holiday Pay MOU (Signed 08272018).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 23, 2018
Agenda Date: August 28, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., ICMA-CM,AICP, City Manager
Requested Action:
Approval of Ordinance No. 8-2018/second and final reading: Related to changes in the Police Officers' Retirement Plan consistent with a Memorandum of Understanding between the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) regarding PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions and Section 2-220, Share Plan.

BACKGROUND:

The City of Cocoa has an established Police Officers' Retirement Plan in accordance with Chapter 185, Florida Statutes for the benefit of the City's Police Officers. On October 27, 2015, City Council approved Ordinance No. 13-2015, which amended the Police Officers' Retirement Plan based on changes negotiated in the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Collective Bargaining Agreement (CBA) effective October 1, 2015 - September 30, 2018, in Article 16 Pension.

As part of this agreement, there were agreed changes to the Pension Article that had an effect on the City of Cocoa Police Officers' Retirement Plan. One of the main changes was to change the definition

of Salary from W-2 earnings to base pay and to specify inclusions and exclusions of pension benefits. At that time, Holiday Pay was made non-pensionable, as part of the implemented pension changes, and this change was disputed by the Police Union that it was not a part of the agreed upon changes. On July 24, 2018, City Council authorized the City to hire Bolton Inc., a third-party actuarial consulting service to replicate the current actuary valuation reports and to evaluate whether Holiday pay was part of the study done in 2015 for the pension reform evaluation. Additionally, Bolton was able to guide the City Administration to fully understand the potential fiscal and actuarial impact and advise on potential changes and effectively negotiate potential bargaining proposals.

After evaluation from Bolton, it was determined the Holiday Pay was not clearly identified as part of the proposed changes during the 2015 bargaining. In good faith to the union and its members, City Administration recommends adding the Holiday Pay back, effective October 1, 2015, to be compensable toward pensionable earnings. Based on current plan assumptions the change has a $76,000 impact on the City's annual required contribution for the Police Pension. However, subsequent to the original analysis and determination of actuarial impact, the Police Pension Board (based on recently completed Actuarial Experience Study by the Pension Board's Actuary) approved several plan assumption changes, including decreasing its 8.0% assumed rate of return to 7.50%, Bolton reanalyzed the actuarial impact, and based on the approved assumption changes the impact to the annual required contribution decreased and is now estimated at $52,000.
Additionally, to make this change the City and CFPBA entered into a memorandum of understanding to document the agreement of how this change will be implemented. Bargaining Members will need to repay the pension contributions on the Holiday Pay from Fiscal Year 2016 and 2017 in order for their pensionable earnings to be adjusted. This payroll correction will be done in the same payroll period as the Fiscal Year 2018 Holiday Payment. Having this all done prior to the fiscal year end, will ensure the 2018 valuation report for the Police Pension Plan will be accurate.

The City's Pension Attorney Jim Linn of Lewis, Longman & Walker drafted a proposed ordinance. This ordinance was presented to the Pension Plan's attorney at Office of Klausner, Kaufman, Jensen, and Levinson and the Plan Administrator Sheila Hutchinson.
The CBA Pension Article 16 is attached to the agenda item as a reference. The following substantive amendments to the pension plan in the proposed ordinance include:

1. Section 2-191, Definitions

The definition for *Salary* was revised to specify inclusions and exclusions of pension benefits. Upon the effective date of the Ordinance salary the total compensation for services rendered to the city as a police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Notwithstanding the preceding sentence, effective October 27, 2015 salary means base pay for services rendered to the city as a police officer, including state funded incentives, holiday pay and overtime pay up to one hundred fifty (150) hours per fiscal year, but excluding special detail pay, payments for unused sick and annual leave, ~~and~~ overtime pay in excess of one hundred fifty (150) hours per fiscal year, ~~plus~~ all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions otherwise includible as base pay, and all other forms of pay. Provided, however, that payments for unused sick leave and annual leave shall be included in salary for members who were employed and not participating in the DROP on June 7, 2013, in an amount equal to the leave hours accrued as of June 7, 2013 or the amount paid out upon termination of employment, whichever is less. [Reference Pension Article 16, Section 3]

2. Section 2-220, Share Plan

The purpose of this section is to implement the provisions of Chapter 185, Florida Statutes, as amended by Chapter 2015-39, Laws of Florida. In accordance with Section 185.35(6) a defined contribution plan component ("share plan") is hereby established; however, the City and Coastal Florida Police Benevolent Association have mutually agreed that the share plan will not be funded ~~during the term of the 2015 - 2018 collective bargaining agreement~~ at this time. At such time as the city and Coastal Florida Police Benevolent Association mutually agree to allocate ch. 185 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

The Ordinance shall be effective immediately upon adoption by the City Council after the second reading. The changes included in the Pension Plan are all effective the Ordinance effective date with the exception of as stated in Section 2-191.

City Administration recommends approval of Ordinance No. 8-2018/2nd and final reading, related to changes in the Police Officers' Retirement Plan consistent with the Memorandum of Understanding between the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) regarding PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions and Section 2-220, Share Plan.

Again, City Administration would like to thank City Council for their support to make these changes and to thank CFPBA and their members for their patience while this was worked out.

STRATEGIC PLAN CONNECTION:

Containing the retirement plan costs helps maintain financial sustainability for the City. Moreover, having a competitive retirement plan helps attract applicants to the City of Cocoa for future hires and helps retain employees at the City of Cocoa for a long tenure.

BUDGETARY IMPACT:

Budgeted Yes

Fiscal Years 2016-2018: This item may require a Budget Amendment in the future, once payroll for FY18 is complete.

Amount Requested	$41,080
Account Number	001-2100-521.22-01
Account Name	Retirement Contributions

Amount Requested	$10,920
Account Number	001-2101-521.22-00
Account Name	Retirement Contributions

The additionally budgetary impact is determined by Bolton's evaluation based on the associated

October 1, 2017 Actuarial Valuation Report.

PREVIOUS ACTION:

At a regular City Council Meeting on August 28, 2018, Council approved the first reading of Ordinance No. 8-2018: Related to changes in the Police Officers' Retirement Plan consistent with a Memorandum of Understanding between the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) regarding PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions; Section 2-220, Share Plan.

At a regular City Council Meeting on July 26, 2016, Council approved the second and final reading of Ordinance No. 13-2016 amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan.

At a regular City Council Meeting on October 27, 2015, Council approved the second and final reading of Ordinance No. 13-2015 related to changes in the Police Officers' Retirement Plan due to changes in the City of Cocoa and PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions; Section 2-195, Contributions; creating a new Section 2-220, Share Plan.

RECOMMENDED MOTION:

Approval of Ordinance No. 8-2018/second and final reading: Related to changes in the Police Officers' Retirement Plan consistent with a Memorandum of Understanding between the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) regarding PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions; Section 2-220, Share Plan.

.

ORDINANCE NO. 8-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-191, DEFINITIONS; AMENDING SECTION 2-220, SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa has established a Police Officers Retirement Plan in accordance with Chapter 185, Florida Statutes for the benefit of the City's police officers; and

WHEREAS, the City and Coastal Florida Police Benevolent Association recently entered into a memorandum of understanding for the current collective bargaining agreement covering the period October 1, 2015 – September 30, 2018; and

WHEREAS, the collective bargaining agreement contains certain changes to the Police Officers' Retirement Plan; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-191, Definitions, to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

Sec. 2-191. - Definitions.

(a) As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

* * * * *

Salary means the total compensation for services rendered to the city as a police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Notwithstanding the preceding sentence, effective October 27, 2015 salary means base pay for services rendered to

the city as a police officer, including state funded incentives, holiday pay and overtime pay up to one hundred fifty (150) hours per fiscal year, but excluding special detail pay, payments for unused sick and annual leave, ~~and~~ overtime pay in excess of one hundred fifty (150) hours per fiscal year, ~~plus~~ all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions otherwise includible as base pay, and all other forms of pay. Provided, however, that payments for unused sick leave and annual leave shall be included in salary for members who were employed and not participating in the DROP on June 7, 2013, in an amount equal to the leave hours accrued as of June 7, 2013 or the amount paid out upon termination of employment, whichever is less.

* * * * *

SECTION 2: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-220, Share plan, to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

Sec. 2-220. - Share plan.

The purpose of this section is to implement the provisions of F.S. ch. 185, as amended by Chapter 2015-39, Laws of Florida. In accordance with F.S. § 185.35(6) a defined contribution plan component ("share plan") is hereby established; however, the city and Coastal Florida Police Benevolent Association have mutually agreed that the share plan will not be funded at this time time~~during the term of the 2015—2018 collective bargaining agreement~~. At such time as the city and Coastal Florida Police Benevolent Association mutually agree to allocate ch. 185 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

SECTION 3: Incorporation Into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 4: Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6: **Effective Date.** That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE 11th DAY OF September, 2018.

_____
Mayor

ATTEST:

_____
Carie Shealy, City Clerk

1ST READING: August 28, 2018

2ND READING AND ADOPTION: September 11, 2018

shall be granted leave without loss of seniority or fringe benefits while in active duty, field exercise, or training. A bargaining unit employee shall be granted paid leave consistent with applicable law.

Section 3. A copy of military orders for training must be submitted prior to leave being approved.

ARTICLE 16

PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Police Officers' Retirement Plan (the "Plan"), except as provided below. All changes to the existing Plan will take effect on September 30, 2015, or upon implementation, whichever is later (the "effective date").

Section 2. Normal retirement will be the earlier of age 50 with 10 years of credited service or 25 years of credited service, and separation from employment.

Section 3. Effective on and after the effective date, compensation for pension purposes shall be base pay including state funded incentives, but excluding overtime pay in excess of one hundred fifty (150) hours per fiscal year; special detail pay; 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 June 7, 2013, in an amount equal to the leave hours leave accrued on the June 7, 2013 or the amount paid out upon termination of employment, whichever is less.

Section 4. The parties agree that all funds in the excess state monies reserve ($317,551 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 185, Florida Statutes shall be applied to reduce the City's annual required

contribution 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 during the term of this Agreement.

Section 5. Effective on and after the effective date, if the City's annual required contribution (ARC) increases ten percent (10%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Police Officers' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases to an amount of $3 million dollars, this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = $943,228]. For purpose of this section, any additional unfunded actuarial accrued liability will continue to be amortized as level payments over a period of twenty (20) years.

ARTICLE 17

WORKING OUT OF CLASSIFICATION

Section 1. Any Police Officer required to work over forty (40) hours as a Sergeant shall receive the starting pay for that classification or a minimum of five percent (5%) above his or her base rate of pay, whichever is greater, beginning on the first day.

ARTICLE 18

LEGAL DEFENSE AND INDEMNIFICATION

Section 1. The City agrees, to undertake and pay for the defense of civil damage actions against any bargaining unit employee arising from or out of his or her actions and/or omissions occurring in the course and scope of his or her employment or service as an employee, and the City will file proper and appropriate legal pleadings in such actions. The PBA shall fully cooperate in such defense, when applicable to a dues paying bargaining unit member.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COCOA
AND
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

This is an Agreement between the City of Cocoa ("City") and the Coastal Florida Police Benevolent Association, Inc. ("CFPBA"), as bargaining agent of and on behalf of both the lieutenants bargaining unit and the officers bargaining unit, is entered into to clarify that the definition of pensionable earnings includes Holiday Pay but excludes all other forms of pay not previously included.

The City and CFPBA agree on the following:

1. Article 16, Section 3, it is agreed that holiday pay is included in the definition of salary. This change will be backdated for pension purposes to previous fiscal years 2015-2016, 2016-2017, 2017-2018. The City's Code is in the process of being modified for the City of Cocoa Police Officers' Retirement Plan (Ordinance No. 8-2018) to include holiday pay as pensionable earnings.
2. The bargaining members agree to repay pension contributions of holiday pay that were previously refunded in December 2017 for Fiscal Year 2015-2016 and June 2018 for Fiscal Year 2016-2017.
    a. These pension contributions will be paid by the members in the same payroll check of the Fiscal Year 2017-2018 Holiday Pay lump sum payment (September 2018 timeframe).
3. Upon the effective date of this MOU, the grievance filed by CFPBA, dated July 7, 2018, regarding holiday pay as pensionable is hereby deemed fully resolved and settled by CFPBA and the City pursuant to the terms and conditions of this MOU. The grievance is hereby deemed withdrawn and dismissed.
4. It is agreed the previous change made to the plan in October 2015 to exclude holiday pay was completed through the collective bargaining process and this was not done unilaterally without notice.

Reference City of Cocoa Ordinance No. 8-2018

Mutually agreed to on August 27, 2018.

Signed: _____ CFPBA 08/27/2018

Signed: _____ City of Cocoa

Legislation Details (With Text)

File #:	18-384	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	8/27/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Approve the current Code Enforcement lien for the property located at 2228 Salem Drive to be reduced from $34,250.00 to $3,000.00. The Code Enforcement Board, at its regular meeting on August 16, 2018 recommended that the lien be reduced to $3,000. Staff is recommending Council reduce the lien to $3,000 as recommended by the Code Enforcement Board so related City expenses and Staff time are reimbursed. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application and Cost Sheet Cost Sheet for 2228 Salem Dr				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 27, 2018
Agenda Date: September 11, 2018
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve the current Code Enforcement lien for the property located at 2228 Salem Drive be reduced from $34,250.00 to $3,000.00. The Code Enforcement Board, at its regular meeting on August 16,2018 recommended that the lien be reduced to $3,000. Staff is recommending Council reduce the lien to $3,000 as recommended by the Code Enforcement Board so related City expenses and Staff time are reimbursed.

BACKGROUND:

CASE# 17-383

The Code Enforcement Board held a public hearing on August 17, 2017, at which time the Board found the owner, Rcm Fund 1 Owner Llc, in violation of the following:

6-900 (b) (1) a-d junk/debris & 6-900 (b) (11) outside storage
6-1002 (b) pool and spas (Enclosure requirements / safety)
6-1001 (g) accessory structures (Fence)

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

consistent with the Code Enforcement Board's Order a fine ran at $125.00 per day from August 20, 2017 until compliance was achieved and documented on May 21, 2018. The lien is $34,250.00 and the current owner, Rcm Fund 1 Owner Llc, is requesting that the lien be reduced to $3000.00.

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

- Whether the current owner owned the property at the time the violation(s) occurred? No
- Whether the owner made attempts to correct the violation(s); Yes
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for 224 days and the total amount of the lien is 34,250.00.
- The current market value of the subject property? The current market value is $104,780 according the Brevard County Property Appraiser.

Based on the above factors, staff is in agreement with the Code Enforcement Board's recommendation to reduce the lien to $3,000.00.

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

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on August 16, 2018, recommended that the lien be reduced to $3,000.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement lien for the property located at 2228 Salem Drive be reduced from $34,250.00 to $3,000.00. The Code Enforcement Board, at its regular meeting on August 16,2018 recommended that the lien be reduced to $3,000. Staff is recommending Council reduce the lien to $3,000 as recommended by the Code Enforcement Board so related City expenses and Staff time are reimbursed.

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
February 15, 2018

LIEN REDUCTION REQUEST FOR
2228 Salem

CASE# 17-383

The Code Enforcement Board held a public hearing on **August 17, 2017**, at which time the Board found the owner, **Rcm Fund 1 Owner Llc**, in violation of the following:

6-900 (b) (1) a-d junk/debris & 6-900 (b) (11) outside storage
6-1002 (b) pool and spas (Enclosure requirements / safety)
6-1001 (g) accessory structures (Fence)

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$125.00** per day from **August 20, 2017** until compliance was achieved and documented on **May 21, 2018.** The lien is **$34,250.00** and the current owner, **Rcm Fund 1 Owner Llc**, is requesting that the lien be reduced to **$3000.00**.

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

- Whether the current owner owned the property at the time the violation(s) occurred? **No**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **224 days** and the total amount of the lien is **34,250.00.**
- The current market value of the subject property? The current market value is **$104,780** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$3,000.00**

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

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-383 Date: 4/9/2018

Property Owner: Rcm Fund 1 Owner Llc

Site Address: 2228 Salem Dr.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	7	0.25	$25.16	$44.03
2	Code Manager	2	0.25	$38.64	$19.32
3					
				Total A1	$63.35

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	5	0.25	25.16	$125.80
2	Code Manager	6	0.25	38.64	$231.84
3					
				Total A2	$357.64

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15.25	$26.16	$398.94
2	City Attorney	Case Duties	6	$150.00	$900.00
3	Chief	Board Hearings	8.75	$59.81	$523.34
4					
5					
				Total A3	$1,822.28

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	637	$0.25	$159.25
2	Large Envelope	39	$0.64	$24.96
3	Standard Envelope	7	$0.08	$0.56
4	Color Photo Prints	25	$0.45	$11.25
5	Standard Mail	5	$0.46	$2.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$228.84

C. Total Amount of Cost (A1+A2+A3+B): **$2,472.11**

Application # CE - 17 - 383

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

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

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

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received
RECEIVED
JUL 16 2018
BY:

Stamp Only When Application is Fully Complete

1. **Date:** 7/13/18

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

Company (if applicable): Greenfield Law Group, PA

Name: Steven B. Greenfield, Esq

Mailing Address: 6111 Broken Sound Pkwy NW Suite 350

City: Boca Raton State: FL Zip Code: 33487

Phone #: 561-922-5361 Fax #: 888-358-7268

Mobile #: n/a E-mail: smorales@Florida-Legal

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

Company (if applicable): Residential Capital Management Fund 1 LP

Name: Same as Above

Mailing Address: 3525 Piedmont Rd, Building 7, Suite 700

City: Atlanta State: GA Zip Code: 30305

Phone #: 561-922-5361 Fax #: 888-358-7268

Mobile #: n/a E-mail: smorales@Florida-Legal.net

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

Street Address and Location: 2228 Salem Drive, Cocoa, FL 32926

Parcel ID:

2 4 - 3 6 - 1 9 - 2 5 - 1 2 1 3 . - . .

Tax Account Number:

2 4 1 5 2 7 7

Existing Use(s) on Property: unknown

Proposed Use(s) on Property: unknown

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

Nature of Violation(s): Accumulation of Trash and Litter, Pool Maintenance and Enclosure

Date Fine or Lien Imposed: 8/20/17 Amount of Fine: $125 per day

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

Date upon which the subject property was brought into compliance: 5/21/18

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

Code enforcement case number: 17-383

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 213

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

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

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

The factual basis upon which the application for reduction of the lien should be granted:
The property is currently in compliance. Our client has put approximately $42,246.41 into this property to rehab and bring the same up to code. See Expenditures attached.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
Unknown

Amount you are requesting that the lien be reduced to: $3,000 (inclusive of admin costs)

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

See Expenditures attached.

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

Unknown

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

   a. ☒ **Notarized application.**

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

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

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

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

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

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

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

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

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Palm Beach. I, Steven Greenfield being first duly sworn, depose and say that:

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

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

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

(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced

MELISSA SCHWALBE
MY COMMISSION # GG010027
EXPIRES November 16, 2018
(407) 398-0153 FloridaNotaryService.com

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Palm Beach

Sworn and subscribed to before me this 13th day of July, 20 18

AUTHORIZATION

Date: May ____, 2018

Property Owner: Residential Capital Management Fund 1, LP

Property Address: 2228 Salem Drive, Cocoa, FL 32926

To whom it may concern,

Please be advised that I am the agent of the above referenced property and hereby authorize Steven B. Greenfield, Esq. and/or Greenfield Law Group, P.A. to represent us in this matter. I constitute and appoint him as our true and lawful attorney in our name, place or stead, to execute any and all documents on our behalf pertaining to obtaining a settlement/fine reduction for all code citations/liens against the above-referenced property.

Dated this 31 day of May, 2018.

Brittney Curry
Signature

Brittney Curry
Print Name

STATE OF Georgia
COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 31ST day of May, 2018, by Brittney Curry of **Residential Capital Management Fund 1, LP.**, who is personally known to me or who has produced _____ as identification.

DEBORAH T. GREENE NOTARY PUBLIC (SEAL) COBB COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 07, 2022

Deborah T. Greene
Notary Signature

Deborah T. Greene
Printed Notary Signature

My Commission Expires: 4/7/22

AMERITRUST
RESIDENTIAL SERVICES

Estimate

Date	Estimate #
5/25/2017	

Estimated Age of Roof:	7yrs
Age of HVAC:	13 yrs
Age of Water Heater:	10 yrs

Property Address		
2228 Salem Dr Cocoa FL, 32926	Lockbox:	3525
	Gas:	no
	Water:	no
	Power:	no

**BIDS ARE VALID FOR 30 DAYS

Description	Quantity	Total
General		
Paint Interior Walls, Ceilings, Doors and Trim (Conditioned House SF)	1,355	$1,693.75
Replace Light Bulbs (EA)	24	$56.40
(Electric System)	1	$3,891.51
Replace Water Heater: Gas - 40 gal with Expansion Tank (EA)	1	$873.86
Trash Out includes labor & Dumpster 30 cu yd (EA)	2	$1,000.00
Whole House Final Clean (House SF)	1	$0.19
Exterior	-	
Replace Damaged Soffit/Fascia (LF)	20	$65.60
Vinyl Siding (SF)	10	$19.80
Powerwash Exterior Walls (House SF)	1,885	$188.50
Powerwash Driveway, Garage, Patio (SF)	1,000	$230.00
Paint Exterior Walls, Trim, and Doors (House SF)	1,885	$1,771.90
Replace Front Entry Fan Lite Door (EA)	1	$395.13
Replace Exterior Swing Door without Sidelites (EA)	1	$395.13
Remove Storm Door, Patch as Needed (EA)	1	$25.00
Black Wall Mount Small Outdoor Lantern(Garage/Rear Patio) (EA)	2	$75.28
Flush Mount Outdoor Black Lamp (EA)	-	
Double flood light (EA)	1	$39.72
Replace Doorbell & Chime (EA)	1	$57.10
Install Screen for Pool Enclosure (SF)	455	$459.55
Pool Shock and Cleaning (includes inspection of filter system) (EA)	1	$351.43
Install New Pool Filter Cartridge (EA)	1	$105.67
Install Pool Filter System (EA)	1	$626.90
Install Pool Pump (EA)	1	$597.96
Fence Gate (EA)	2	$176.60
Wood Fence (LF)	90	$1,439.10
Landscaping: Basic Package	1	$500.00
Inspect Irrigation, Set Timer, Check Valves and Replace up to 5 Heads (EA)	3	$401.94
Sod Installation (SF)	3,411	$1,466.73
**NOTE rebuild damaged and tore down frame for pool screen enclosure	-	$300.00
**NOTE resurface pool, turtle living in it	-	$4,000.00
**NOTE replace skylight	-	$300.00
Garage	-	
Paint Interior Walls, Ceilings, Doors and Trim (Room SF)	530	$662.50
Install Blinds White 1" (EA)	1	$32.49
Install Window Screens (EA)	1	$37.60
Adjust Window (EA)	1	$15.00
Install Garage Door Opener with 2 remotes (EA)	1	$321.21
Install Battery Operated Smoke/CO Detector (EA)	1	$53.74
Replace Outlet and Outlet Cover (EA)	4	$39.44
Replace GFCI Outlet and Outlet Cover (EA)	1	$37.01

{{_es_:signer1:initials}}

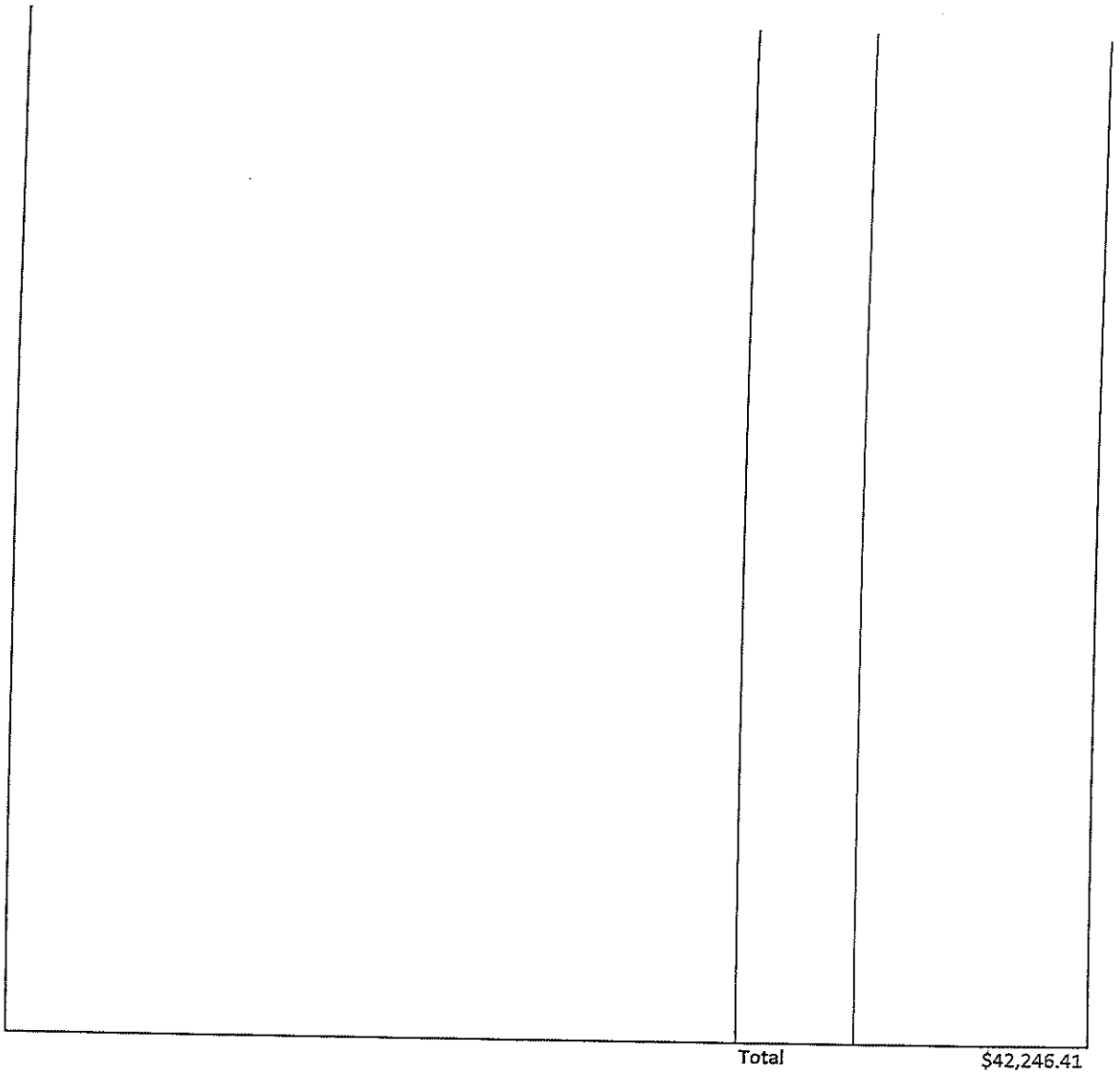
Replace Switch and Switch Cover (EA)	1	$9.39
White 2-Light Flushmount (EA)	2	$70.68
Replace Exterior Swing Door w/ out sidelight (EA)	1	$395.13
Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Drywall Repair (Per Patch)	3	$56.97
**NOTE install new weather strip on double garage door and adjust rollers	-	$125.00
**NOTE remove homeowner built room, added electric and repair drywall	-	$500.00
Foyer	-	
Prime Interior Walls (Room SF)	44	$30.36
Steam Clean Tile Floor and Grout (SF)	44	$16.28
Install Base Moulding (LF)	3	$6.69
Replace Switch and Switch Cover (EA)	3	$28.17
Brushed Nickel 2-Light Flushmount (EA)	1	$35.34
Replace Interior Door & Hardware (EA)	1	$160.86
Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Install New HVAC Register (EA)	2	$52.04
Repair Closet Shelving (EA)	1	$20.50
Drywall Repair(Per Patch)	6	$113.94
**NOTE remove old security stem from closet	-	$50.00
Family RM	-	
Prime Interior Walls (Room SF)	357	$246.33
Steam Clean Tile Floor and Grout (SF)	350	$129.50
Remove / Install Tile: Ceramic Tile (12 x 12) (SF)	60	$226.20
Install Blinds White 1" (EA)	3	$97.47
Install Window Screens (EA)	1	$37.60
Adjust Window (EA)	1	$15.00
Install Base Moulding (LF)	42	$93.66
Install Battery Operated Smoke/CO Detector (EA)	1	$53.74
Replace Outlet and Outlet Cover (EA)	7	$69.02
Replace Switch and Switch Cover (EA)	1	$9.39
Ceiling Fan 42" with light kit (EA)	1	$139.67
Install New HVAC Register (EA)	2	$52.04
Drywall Repair(Per Patch)	5	$94.95
Dining RM	-	
N/A	-	
Breakfast RM	-	
Prime Interior Walls (Room SF)	169	$116.61
Remove / Install Tile: Ceramic Tile (12 x 12) (SF)	187	$704.99
Install Base Moulding (LF)	40	$89.20
Install Vertical Blinds (EA)	3	$203.73
Install Battery Operated Smoke/CO Detector (EA)	1	$53.74
Replace Outlet and Outlet Cover (EA)	3	$29.58
Replace Switch and Switch Cover (EA)	3	$28.17
Bronze 5-Light Chandelier (EA)	1	$97.62
Install New HVAC Register (EA)	1	$26.02
Drywall Repair(Per Patch)	4	$75.96
**NOTE replace casing around door to patio	-	$50.00
Kitchen	-	
Prime Interior Walls (Room SF)	140	$96.60
Remove / Install Tile: Ceramic Tile (18" x 18") (SF)	155	$584.35
Install Blinds White 1" (EA)	1	$32.49
Install Window Screens (EA)	1	$37.60
Replace Outlet and Outlet Cover (EA)	6	$59.16
Replace Switch and Switch Cover (EA)	2	$18.78
4 ft. Wraparound Fluorescent Ceiling Fixture (EA)	1	$64.91
Replace Interior Door & Hardware (EA)	1	$160.86
Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Install New HVAC Register (EA)	1	$26.02

Kitchen Counter Top: Granite (SF)	65	$2,247.05
Replace/Install Kitchen faucet (Upgrade) (EA)	1	$184.83
Install braided supply lines (EA)	3	$36.96
Install shut off valve (EA)	3	$60.15
Install Garbage Disposal (EA)	1	$169.76
Kitchen Sink: Undermount For Granite (Includes PVC drain line) (EA)	1	$387.30
Install Fire Extinguisher under Kitchen Sink Cabinet (EA)	1	$36.90
Replace Refrigerator: Black	1	$595.85
Install Refrigerator	1	$13.51
Replace Slide In: Gas - Black 30"	1	$1,116.50
Install Gas Slide In	1	$48.66
Replace Dishwasher - Black	1	$306.61
Install Dishwasher	1	$81.10
Replace Venthood - Black - 30"	1	$39.34
Install Venthood	1	$48.66
Delivery Charge For Appliances - 1 per house	1	$50.00
Drywall Repair(Per Patch)	2	$37.98
**NOTE replace toekick, repair one base door, reinstall skins and end panel	-	$150.00
Laundry RM	-	
N/A	-	
Formal Living RM	-	
N/A	-	
Hallway	-	
Prime Interior Walls (Room SF)	51	$35.19
Remove / Install Tile: Ceramic Tile (12 x 12) (SF)	75	$282.75
Shoe Moulding (LF)	40	$54.80
Install Hardwired Smoke/CO Detector (EA)	1	$68.48
Replace Outlet and Outlet Cover (EA)	1	$9.86
Replace Switch and Switch Cover (EA)	2	$18.78
Brushed Nickel 2-Light Flushmount (EA)	1	$35.34
Replace Interior Door & Hardware (EA)	1	$160.86
Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Drywall Repair(Per Patch)	5	$94.95
Bedrooms	-	
Master - Prime Interior Walls (Room SF)	250	$172.50
Master - Remove Existing and Install Carpet & Pad (SF)	230	$370.30
Master - Steam Clean Tile Floor and Grout (SF)	75	$27.75
Master - Install Base Moulding (LF)	45	$100.35
Master - Install Blinds White 1" (EA)	3	$97.47
Master - Install Window Screens (EA)	3	$112.80
Master - Install Hardwired Smoke Detector (Required) (EA)	1	$27.44
Master - Replace Outlet and Outlet Cover (EA)	6	$59.16
Master - Replace Switch and Switch Cover (EA)	2	$18.78
Master - Ceiling Fan 52" with light kit (EA)	1	$168.60
Master - Replace Interior Door & Hardware (EA)	1	$160.86
Master - Bi-fold Doors up to 48". Includes Hardware (EA)	2	$161.90
Master - Adjust Door (EA)	1	$18.00

Master - Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Master - Install New HVAC Register (EA)	1	$26.02
Master - Drywall Repair (Per Patch)	14	$265.86
Master - Hang Drywall (SF)	320	$390.40
**NOTE remove paneling in back room.	-	$200.00
Guest Bed 1 - Prime Interior Walls (Room SF)	137	$94.53
Guest Bed 1 - Remove Existing and Install Carpet & Pad (SF)	165	$265.65
Guest Bed 1 - Install Blinds White 1" (EA)	2	$64.98
Guest Bed 1 - Install Window Screens (EA)	2	$75.20
Guest Bed 1 - Install Hardwired Smoke Detector (Required) (EA)	1	$27.44
Guest Bed 1 - Replace Outlet and Outlet Cover (EA)	3	$29.58
Guest Bed 1 - Replace Switch and Switch Cover (EA)	1	$9.39
Guest Bed 1 - Brushed Nickel 2-Light Flushmount (EA)	1	$35.34
Guest Bed 1 - Replace Interior Door & Hardware (EA)	1	$160.86
Guest Bed 1 - Bi-fold Doors up to 48". Includes Hardware (EA)	1	$80.95
Guest Bed 1 - Install New HVAC Register (EA)	1	$26.02
Guest Bed 1 - Closet Shelving Repair (LS)	1	$20.50
Guest Bed 1 - Drywall Repair (Per Patch)	4	$75.96
Guest Bed 2 - Prime Interior Walls (Room SF)	130	$89.70
Guest Bed 2 - Remove Existing and Install Carpet & Pad (SF)	155	$249.55
Guest Bed 2 - Install Blinds White 1" (EA)	1	$32.49
Guest Bed 2 - Install Window Screens (EA)	1	$37.60
Guest Bed 2 - Install Hardwired Smoke Detector (Required) (EA)	1	$27.44
Guest Bed 2 - Replace Outlet and Outlet Cover (EA)	3	$29.58
Guest Bed 2 - Replace Switch and Switch Cover (EA)	1	$9.39
Guest Bed 2 - Brushed Nickel 2-Light Flushmount (EA)	1	$35.34
Guest Bed 2 - Replace Interior Door & Hardware (EA)	1	$160.86
Guest Bed 2 - Bi-fold Doors up to 48". Includes Hardware (EA)	1	$80.95
Guest Bed 2 - Install New HVAC Register (EA)	1	$26.02
Guest Bed 2 - Closet Shelving Repair (LS)	1	$20.50
Guest Bed 2 - Drywall Repair (Per Patch)	15	$284.85
Bathrooms	-	
Master - Prime Interior Walls (Room SF)	38	$26.22
Master - Steam Clean Tile Floor and Grout (SF)	1	$0.37
Master - Install Blinds White 1" (EA)	1	$32.49
Master - Install Window Screens (EA)	1	$37.60
Master - Replace GFCI Outlet and Outlet Cover (EA)	1	$37.01
Master - Replace Switch and Switch Cover (EA)	2	$18.78
Master - 4-Light Flush Mount Brushed Nickel Raceway Bath Bar Light (EA)	1	$45.53
Master - Replace Interior Door & Hardware (EA)	1	$160.86
Master - Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Master - Install New HVAC Register (EA)	1	$26.02
Master - Replace 24" Vanity Cabinet with Top and Sink Plumb (EA)	1	$331.94
Master - Replace Vanity Faucet 4" spread (EA)	1	$70.25
Master - Replace Supply Lines (EA)	2	$24.64
Master - Replace Shutoff valve (EA)	2	$40.10
Master - Replace Shower Head (EA)	1	$23.90
Master - Replace Shower Trim & Valve Chrome (EA)	1	$188.34
Master - Replace/Install Toilet (EA)	1	$205.29
Master - Refinish Tub (EA)	-	
Master - Plate Mirror Install (48"x 36") (EA)	1	$71.73
Master - Replace Bath Fan (EA)	1	$83.34
Master - Drywall Repair (Per Patch)	3	$56.97
**NOTE clean tile, grout and caulk shower	-	$1.00
Guest Bath 1 - Prime Interior Walls (Room SF)	40	$27.60
Guest Bath 1 - Steam Clean Tile Floor and Grout (SF)	1	$0.37
Guest Bath 1 - Install Base Moulding (LF)	30	$66.90
Guest Bath 1- Replace GFCI Outlet and Outlet Cover (EA)	1	$37.01

Guest Bath 1- Replace Switch and Switch Cover (EA)	2	$18.78
Guest Bath 1 - 4-Light Flush Mount Bronze Raceway Bath Bar Light (EA)	1	$55.18
Guest Bath 1- Replace Interior Door & Hardware (EA)	1	$160.86
Guest Bath 1 - Install Interior Doorstops Satin Nickel (EA)	1	$2.88
Guest Bath 1- Install New HVAC Register (EA)	1	$26.02
Guest Bath 1 - Replace 24" Vanity Cabinet with Top and Sink Plumb (EA)	1	$331.94
Guest Bath 1- Replace Vanity Faucet 4" spread (EA)	1	$70.25
Guest Bath 1 - Replace Supply Line (EA)	2	$24.64
Guest Bath 1 - Replace shutoff valve (EA)	2	$40.10
Guest Bath 1- Replace Tub/Shower Combo (EA)	1	$796.42
Guest Bath 1- Plate Mirror Install (48"x 36") (EA)	1	$71.73
Guest Bath 1 - Drywall Repair (Per Patch)	1	$18.99
Basement		
N/A		

{{_es_:signer1:initials}}



{{_es_:signer1:initials}}

AUTHORIZATION

Date: May ____, 2018

Property Owner: Residential Capital Management Fund 1, LP

Property Address: 2228 Salem Drive, Cocoa, FL 32926

To whom it may concern,

Please be advised that I am the agent of the above referenced property and hereby authorize Steven B. Greenfield, Esq. and/or Greenfield Law Group, P.A. to represent us in this matter. I constitute and appoint him as our true and lawful attorney in our name, place or stead, to execute any and all documents on our behalf pertaining to obtaining a settlement/fine reduction for all code citations/liens against the above-referenced property.

Dated this 31 day of May, 20

Lien Reduction
2228 Salem

Brittney Curry
Signature

Brittney Curry
Print Name

STATE OF Georgia
COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 31ST day of May, 2018, by Brittney Curry as Authorized Signatory of **Residential Capital Management Fund 1, LP.**, who is personally known to me or who has produced _____ as identification.

DEBORAH T. GREENE NOTARY PUBLIC SEAL COMMISSION EXPIRES APRIL 07, 2022 COBB COUNTY GEORGIA

Deborah T. Greene
Notary Signature

Deborah T. Greene
Printed Notary Signature

My Commission Expires: 4/7/22

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-383 Date: 4/9/2018

Property Owner: Rcm Fund 1 Owner Llc

Site Address: 2228 Salem Dr.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	7	0.25	$25.16	$44.03
2	Code Manager	2	0.25	$38.64	$19.32
3					
				Total A1	$63.35

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	5	0.25	25.16	$125.80
2	Code Manager	6	0.25	38.64	$231.84
3					
				Total A2	$357.64

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15.25	$26.16	$398.94
2	City Attorney	Case Duties	6	$150.00	$900.00
3	Chief	Board Hearings	8.75	$59.81	$523.34
4					
5					
				Total A3	$1,822.28

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	637	$0.25	$159.25
2	Large Envelope	39	$0.64	$24.96
3	Standard Envelope	7	$0.08	$0.56
4	Color Photo Prints	25	$0.45	$11.25
5	Standard Mail	5	$0.46	$2.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$228.84

C. Total Amount of Cost (A1+A2+A3+B): **$2,472.11**

Legislation Details (With Text)

File #:	18-401	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	8/29/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Consider the Appointment of Mr. David Prather as a Regular member of the Utilities Advisory Board, through November, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Prather Board application.pdf Prather Consideration letter.pdf Utilities Advisory Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 29, 2018
Agenda Date: September 11, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Mr. David Prather as a Regular member of the Utilities Advisory Board, through November, 2020.

BACKGROUND:

Mr. David Prather has submitted an application for board membership. Per his application, his first choice is to be a member of the Utilities Advisory Board. The Utilities Advisory Board currently has two (2) Regular member vacancies and two (2) Alternate member vacancies.

Additionally, Mr. Prather currently meets all of the qualifications for serving on a City board.

If appointed, Mr. Prather would fulfill the seat vacated by Mr. Ric Holt and his term would be a three year term through November, 2020.

His application and a current Utilities Advisory Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappointments to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of Mr. David Prather as a Regular member of the Utilities Advisory Board, through November, 2020.

voter Reg#112795030

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, August 07, 2018 5:21 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	David
Last Name	Prather
Application Date	8/7/2018
Address1	29 Riverside Drive #401
City	Cocoa
State	FL
Zip	32922
District	District 1
Home Phone Number	407 620 3144
Work Phone Number	*Field not completed.*
Cell Phone Number	407-620-3144
Other Phone Number	*Field not completed.*
Place of Business	Retired
Title/Position Held	Financial Advisor
Date of Birth*	10/3/1947

E-mail Address	david@prather.org

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Brownfields Advisory Board, Redevelopment Agency (US 1), Utilities Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	My first choice is serving on the Utility Board followed by US 1 Redevelopment and/or the Brownfields Advisory Boards. My ranking of the Boards comes from my interest and career background in business development, and academic work in business management, marketing management and education administration.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	David Dwight Prather
Date:	8/7/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

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

August 29, 2018

Mr. David Prather
29 Riverside Drive #401
Cocoa, FL 32922

Re: Appointment to the Utilities Advisory Board

Dear Mr. Prather,

This is to notify you that the Cocoa City Council will consider your application for appointment to the Utilities Advisory Board at the Regular City Council meeting being held on Tuesday, September 11, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Utilities Advisory Board	**Meets Quarterly on the Fourth Wednesday @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
VACANCY~~-Lorraine Koss~~ Resigned 4/26/18	~~2115 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~Lorraine.koss@gmail.com~~	~~703-201-8811~~ ~~(cell)~~	~~12/16 reappointed~~ ~~02/14 appointed (to fill non-renewed term of Carol Noble)~~	~~2019~~
Wesley Park	1112 Abington St. Cocoa, FL 32922 Wesley.n.park@gmail.com	298-2685 (H) 298-4943(W)	05/17 appointed	2020
VACANCY- Ric Holt Resigned 4/14/16	4030 Pinyon Drive, Cocoa, FL 32926	633-7049 (H)	02/15 Reappointed (term exp. 11/2014) 01/12 appointed to Bruce Tate Sr. spot (expired in Nov. 2011)	2017
David H. Jollay	1515 N. Indian River Drive Cocoa, FL 32922 dhjollay@yahoo.com	452-8694 (H) 327-6479 (w) 432-2006 (C)	12/17 Reappointed 03/16 Appointed (fulfilled term of F. Barzee)	2020
Barbara Kinsey	1628 Manor Drive Cocoa, FL 32922	638-0269 (H) 652-9049 (C)	02/16 Appointed (fulfilled vacancy from A. Sims) 11/17 Reappointed	2020
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) ~~Mr. Robert G. Adolphe, P.E.,~~ ~~Utility Services Director~~ Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
~~Angela Apperson~~ ~~Acting City Manager, City of Cape Canaveral~~	~~105 Polk Avenue~~ ~~Cape Canaveral, FL 32920~~	~~868-1230~~		
~~Charles Billias~~ ~~City of Cocoa Beach~~	~~2 South Orlando Avenue~~ ~~Cocoa Beach, FL 32932~~			
~~David Henderson~~ ~~Deputy City Manager~~ ~~City of Rockledge~~	~~1600 Huntington Lane~~ ~~Rockledge, FL 32955~~			
LIAISON	Councilman Boisvert		Updated 01/17	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		

Legislation Details (With Text)

File #:	18-421	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	9/4/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Provide the City Manager and City Attorney direction on establishing a Cocoa Police Community Relations Advisory Board. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 4, 2018
Agenda Date: September 11, 2018
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A
Requested Action:
Provide the City Manager and City Attorney direction on establishing a Cocoa Police Community Relations Advisory Board.

BACKGROUND:

On May 24, 2016, City Council adopted its 2016-2021 Strategic Plan, of which Crime was identified as a Strategic Issue and one of the Objectives was to create a Community Relations Council. On April 11, 2017, City Council approved retaining the services of the Center for Public Safety Management who conducted a comprehensive analysis of the City's Police Department, to include a workload analysis and operational review.

The Center for Public Safety Management issued its report on March 8, 2018, and on June 19, 2018, presented its findings at a workshop to City Council and the public. Contained in the report is the recommendation that a formal advisory group be established. The advisory group, "…would be made up of community stakeholders such as local clergy, business leaders, school administrators, community advocates, etc..." and they meet "…on a quarterly basis to informally discuss community needs and police-community relations." It was recommended that the board be "advisory in nature and would not have the authority to formally review or revise department policy, procedures or tactics." Alternatively, if City Council were desirous to form a more formal citizen advisory committee, CPSM recommended, "the department and city officials engage the city council and other stakeholders within the community to consider the scope and authority of such body."

Generally, there are four types or models of citizen review of police departments. There is the Citizens Review Board; Police Review/Citizen Oversight; Police Review/Citizen-Police Appeal Board; and an Independent Citizen Auditor. The four, according to the International Association of Chiefs of Police, are described below:

- **Citizen Review Board.** Citizen complaints are reviewed and investigated, and recommendations for disciplinary or policy action are made by a board comprised wholly of citizens. The board may or may not have subpoena power. Under this model, a citizen review board handles each step on the continuum from original complaint through review, investigation and recommendations for sanctions. This is the most independent citizen review model.

- **Police Review/Citizen Oversight.** Complaints are reviewed and investigated, and recommendations for disciplinary or policy action are made by law enforcement officers, with oversight of each case by a citizen or board of citizens.

- **Police Review/Citizen-Appeal Board.** Complaints are reviewed and investigated by law enforcement officers in the Internal Affairs Unit, which recommends disciplinary action to the chief. Complainants who are not satisfied with outcomes of investigations can appeal for review to a board composed of both citizens and sworn officers.

  Under this model, the complaint process is handled by the police. In the event a complainant is not satisfied with the outcome of his or her case, a board that includes police officers undertakes review of how the case was originally investigated. Citizen participation is limited to appeal review only.

- **Independent Citizen Auditor.** An independent citizen auditor or auditor system reviews the law enforcement agency's internal complaint review process (IA) and makes recommendations as needed.

While the above represent the core four models for citizen review, there are several variations of citizen review of police departments. It should be noted the Police Review/Citizen Oversight is most common and the Citizens Review Board the second most frequently used model. The model or structure, scope and authority are ultimately determined by City Council and largely based on the intent and purpose. Is the board established due to pressing issues where a known problem exists or is it a more proactive oriented initiative with the desire to create opportunities for citizen engagement and interaction, provide a forum to discuss community needs and police-community relations, enhance public confidence and trust in the Department, provide a forum for citizens to address the Police Chief and or Department leadership on concerns or complaints, and promote transparency regarding police conduct.

The City of Cocoa previously established a Police Community Relations Advisory Board in July 1990 (Resolution 90-17) consisting of five (5) members, all of whom were residents of Cocoa and each City Councilmember appointed one (1) member. The scope and purpose to "…provide input and make recommendations as to those matters and issues related to the police department of the City, including, but not limited to, the needs of the community, as may be requested from time to time by the Council. The board shall be advisory to the City Council and have no independent authority…"

In 1992 (Resolution 92-36) increased the number of appointees by City Council to two (2) appointees by each member of Council. In 1993, the Police Community Relations Advisory Board, through the adoption of Resolution 92-36 repealed and supplanted prior resolutions and re-established the board and established by-laws. On March 12, 1996, City Council adopted Resolution 96-15 which reestablished the board (along with other City boards) due to Ordinance 6-96 being adopted which effectively repealed several boards and established uniform and consistent procedures and requirements for City Boards and Committees. City Council on April 22, 1997 adopted Resolution 97 -24 abolishing the Police Community Relations Advisory Board.

The National League of Cities Law published in 2016 a City Officials Guide to Policing In The 21st Century, which closely followed the President's Task Force on 21st Century Policing (2014) which sought to identify best practices and recommendations on how policing practices can promote effective crime reduction while building public trust. During the Mayor's 2014 and 2016 Crime and Community Summits, a discussion on the various best practices and recommendations was held, and in each area generally, the City of Cocoa Police Department had or were implementing many of the best practices and recommendations.

One area identified, and as previously noted in the City's Strategic Plan, was the creation of a Community Relations Council. Reconstituting the Cocoa Police Community Relations Advisory Board with a defined role would provide a positive opportunity to engage citizens in identifying and addressing community needs and police-community relations as well as programs and initiatives to reduce crime. Equally important, the Board would provide a forum for citizens to address the Police Chief and or Department leadership on community concerns or individual complaints; and promote transparency regarding police misconduct in terms of ensuring Internal Investigation Reports findings are presented publicly.

One item commonly that requires discussion and direction, with regard to the scope of the advisory board, is the role in developing and reviewing police department policies, procedures, rules, regulations, and general or special orders. The City of Cocoa Police Department has been an accredited law enforcement agency by the Commission for Florida Law Enforcement Accreditation (independent reviewing authority) since June 7, 2006, and every three (3) years the Police Department must undergo the reaccreditation process with the most recent reaccreditation awarded on June 20, 2018. The accreditation process assesses and analyzes department policies, procedures and practices and ensures compliance with the highest standards of professionalism.

Based on the foregoing, it is my recommendation in terms of authority and scope of review the Cocoa Police Community Relations Advisory Board not be authorized to review all police department policies, procedures, tactics, rules and regulations. However, in the interest of transparency, accountability and enhancing public trust and confidence in our police department, the Cocoa Police Community Relations Advisory Board be authorized to review policies, procedures, rules, regulations, and general or special orders pertaining to the use of force and police conduct toward citizens, and as warranted, issue a written recommendations to the Chief of Police, City Manager and or City Council.

Additionally, in terms of promoting citizen review and transparency regarding police conduct, the Cocoa Police Community Relations Advisory Board should be tasked with review of closed departmental internal investigations of citizen complaints filed against police officers, especially those related to alleged use of deadly force, use of improper force, and any instance wherein a police action resulted in death or bodily injury. Of course, the timing of such review will also have to take

into account lawsuits and legal claims that may be pending against the City and applicable law enforcement officers.

Additionally, the Chief of Police should be empowered to present before the Board those police-community relations issues or community needs and seek input as he or her may deem necessary. Finally, with regard to scope and purpose, the Cocoa Police Community Relations Advisory Board should provide an open forum for members of the public to raise concerns or issues.

In terms of board composition, I recommend that it be a seven (7) member advisory board, of which City Council and the City Manager appoints one (1) member each and the Coastal Florida Police Benevolent Association appoint one (1) member (who is not an active member of the Cocoa Police Department and that has retired or resigned in good standing).

STRATEGIC PLAN CONNECTION:

Crime was identified as the most pressing issue facing the City of Cocoa and impacting the quality of life for Cocoa residents, and a specific objective called for creating a Community Relations Council. Reestablishing the Cocoa Police Community Relations Advisory Board would implement that objective. Moreover, it would enhance and provide for greater citizen engagement and awareness of police-community issues, build relations, trust and confidence with the public, and promote transparency and accountability with regard to police conduct.

BUDGETARY IMPACT:

Budgeted No

Depending on the direction of City Council, the estimated fiscal costs would be presented at such time a resolution or ordinance is adopted establishing a board.

PREVIOUS ACTION:

As noted above, the City of Cocoa previously established a Police Community Relations Advisory Board in July 1990 (Resolution 90-17) and City Council on April 22, 1997 adopted Resolution 97-24 abolishing the Police Community Relations Advisory Board.

RECOMMENDED MOTION:

Provide the City Manager and City Attorney direction on establishing a Cocoa Police Community Relations Advisory Board.

Legislation Details (With Text)

File #:	18-409	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	8/30/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Fire Lieutenant Omar Shearer and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. Requesting approval for additional settlement authority for former Fire Lieutenant Timothy Olsen's Workers' Compensation Medicare Set-Aside Arrangement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council. Approve a Resolution Amending the FY2018 Budget through the use of General Fund Reserves, to cover any settlement agreements. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018.pdf BAF-FN-WC Settlement (9-11-18) Agenda 18-409 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2018
Agenda Date: September 11, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Fire Lieutenant Omar Shearer and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. Requesting approval for additional settlement authority for former Fire Lieutenant Timothy Olsen's Workers' Compensation Medicare Set-Aside Arrangement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council. Approve a Resolution Amending the FY2018 Budget through the use of General Fund Reserves, to cover any settlement agreements.

BACKGROUND:

The City of Cocoa has a self-insured Workers' Compensation Program which means the cost of the claims are paid by a third-party administrator, currently USIS, Inc., to administer the claims in accordance with the laws of Florida.

On June 26, 2018, City Council approved a tentative settlement agreement for former Fire Lieutenant

Timothy Olsen to settle all open Workers' Compensation claims in the amount of $270,000. This tentative settlement amount included $88,830 to be paid to fund a Workers' Compensation Medicare Set-Aside Arrangement (WCMSA) with the remainder $181,170 for the settlement indemnity and non -Medicare covered expenses, inclusive of attorney's fees and costs. After Council approval, the Center for Medicare Services (CMS) approved the final WCMSA in the amount of $119,751 which is an additional $30,921 that was originally authorized. The City's Worker's Compensation attorney recommends approving the additional amount, since the tentative agreement was based on the approval of the full WCMSA.

Additionally, the City's Workers' Compensation attorney has reached a tentative settlement agreement with former Fire Lieutenant Omar Shearer to resolve all claims with the City. The settlement amount in the amount of $75,000 has been accepted by Lt. Shearer's legal counsel pending City Council's approval.

The City budgets annually for potential Workers' Compensation settlements and due to previous settlements, the City has exceeded what was budgeted for settlements for the current fiscal year. City administration is requesting a budget resolution amending the budget to cover these additional settlements and balance the Workers' Compensation Fund. Approval of this settlement supports the reduction of the City's future Workers' Compensation liability and claims expenses. City Staff recommends this settlement amount based on our Workers' Compensation attorney's evaluation of the claims. However, the settlement agreement is contingent based on City Council's final approval.

STRATEGIC PLAN CONNECTION:

Approval of this item helps provide financial stability to our self-insured Workers' Compensation fund, and will allow the City to control related expenses.

BUDGETARY IMPACT:

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

Amount Requested	$105,921
Account Number	520-1801-513.24-00
Account Name	Workers' Compensation

Amount Requested	$105,921
Account Number	520-0000-381.91-01
Account Name	Transfer from General Fund

Source of Funds:

Amount Requested	$105,921
Account Number	001-0000-389.99-50
Account Name	General Fund Reserves

Amount Requested	$105,921
Account Number	001-1600-581.91-52
Account Name	Interfund Transfer/Self Insurance Fund

PREVIOUS ACTION:

At a regular City Council Meeting on June 26, 2018, City Council approved a settlement authority for the tentative settlement agreement between former City of Cocoa Fire Lieutenant Timothy Olsen and the City of Cocoa authorizing the payment of the Workers' Compensation settlement and Workers' Compensation Medicare Set-Aside Arrangement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council.

At a regular City Council Meeting on February 8, 2011, City Council approved a settlement due to an arbitration decision in the amount of $155,000.

RECOMMENDED MOTION:

Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Fire Lieutenant Omar Shearer and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. Requesting approval for additional settlement authority for former Fire Lieutenant Timothy Olsen's Workers' Compensation Medicare Set-Aside Arrangement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council. Approve a Resolution Amending the FY2018 Budget through the use of General Fund Reserves, to cover any settlement agreements.

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RESOLUTION NO. 2018-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of September, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6579913&GUID=14DFE87F-5962-48BB-AD2E-782E4B58C9E5* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	18-413	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	8/31/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2018 through September 30, 2021. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	IAFF, Labor, labor union, Union				
Code sections:					
Attachments:	FINAL IAFF Contract Oct 1 18 to Sept 30 21 (Changes Accepted)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 31, 2018
Agenda Date: September 11, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2018 through September 30, 2021.

BACKGROUND:

Since March 2018, the City of Cocoa City Staff has been working with the International Association of Firefighters (IAFF) Union to renegotiate a new three-year agreement. The negotiation team for the City included: City Manager John Titkanich, Assistant City Manager Matthew Fuhrer, Administrative Services Director Tammy Gemmati, Fire Chief Gene Prince, Finance Director Rebecca Bowman, and Human Resources Manager Gina Maxwell. On August 29, 2018, the IAFF Union and tentatively approved the contract proposal for a three-year term of October 1, 2015 through September 30, 2018.

The IAFF Union will be holding their ratification vote on Saturday, September 8. This agenda item was put together and published in advance of the vote to expedite the ratification process. During the Council Meeting on September 11, the vote results will be shared with City Council. In the event the Union does not ratify the contract, this agenda item will be withdrawn and brought back at a later date for Council ratification. However, City administration is hopeful the contract will have a favorable vote.

This contract includes the classifications of Firefighters and Lieutenants. Through the bargaining

process it was agreed to make the Driver assignment a position classification. Since this was a complete contract negotiation, there were many changes made, some administrative in nature with little impact. Additionally, modifications were made to the Firefighters' Retirement Plan (Pension), which are explained further below. Once approved, these changes will come back to City Council as an ordinance change to the Pension Plan. Highlights of the contract modifications include:

Article 7 - Policies and Procedures:

- Thirty-day notice for policies will be for substantial rule changes.

Article 8 - Grievance Procedure:

- The Union Executive Board shall determine if any grievance moves to arbitration.

Article 9 - Probation

- Identified probationary period for promotions to Lieutenant and Driver classifications.

Article 10 - Dues Deductions

- Added language to allow dues to be deducted on a bi-weekly basis if the payroll period is changed.

Article 11 - Occupational Safety and Health

- Reduced Safety Committee from six to four members

Article 13 - Promotions

- Removal of obsolete language related to the implementation of driver positions.

Article 15 - Working out of Classification (WOC)

- Those on a promotional list will receive 7.5% additional pay for working out of class versus 5%.

Article 17 - Assignment During Non-Job Related Disability

- Identified the accommodation process for light duty assignments.

Article 22 - Transfers

- Added new sections 22.3 and 22.4 to allow the least senior firefighter to not be transferred to a new station assignment more than once in a twelve-month period.

Article 24 - Personnel Files

- Language clean-up and modified time period for discipline related to harassment or workplace violence.

Article 25 - Shift Exchange

- Members must now identify when a shift exchange will be paid back, which must be done within twelve months.
- New 25.6: Shift exchanges will be for time only, no other compensation is allowed.

Article 28 - Insurance

- 28.1 Deletion of obsolete language.

Article 29 - Wages

- 3% wage increase on October 1 of each FY (19-21).
- Added Driver/Operator Classification and identified in new section 29.4 how it will be implemented.
- Increased pay grades minimums and maximums to be consistent with the market averages.

Article 30 - Incentive Pay

- Paramedic incentive pay will be suspended in the event a paramedic has their license suspended.

- 30.7 removed for obsolete language of Driver assignment.

Article 33 - Bereavement Leave

- Added ability to use bereavement leave at a later time, past the 7 calendar days.

Article 36 - Sick Leave

- Revised requirements when a physician's note may be required.

- Corrected sick leave payout for resignation.

Article 37 - Holidays

- Administrative clean-up of language regarding the holiday payout.

Article 39 - Union Business

- Clarified time off for pension related business will not be considered union business under this article.

Article 40 - Job-Related Medical Leave of Absence

- The timeframe that an employee receives 100% pay for a job-related injury (Workers' Compensation) was reduced from three months to two months.

Article 41 - Pension

- In October 2015, there was a change to the normal retirement age from age 52 to 55 for future hires and those that were not yet age 45 and within 7 years of normal retirement at the age of 52. With changes in this bargaining agreement, the normal retirement age will be 55 for those hired after November 9, 2015 and those hired before this date will have the normal retirement age of 52. This change will need to be made through an ordinance change for the Chapter 175 plan. This will be done on a separate agenda item.
- There will be an update to the share plan language to state the share plan will not be funded at this time, and any changes to this will be bargained. This update will also be reflected in an ordinance change, which will be on a separate agenda item.
- The reopener language will still exist in this new contract; however, the language was modified to use the City's 2014 payroll contributions ($1,729,919) made versus the annual required contribution percentage (58.40%).

Article 42 - Education

- Overall there has been a shortage of paramedics in the fire industry and to help build a

succession plan, the City agrees to reimburse up to six employees for Paramedic School during the duration of the contract. The reimbursement will not exceed fifty percent of the school cost and will require an executed repayment agreement if the employee resigns within three years.

Article 44 - Physical Fitness Program
- Removal of obsolete language.

Article 45 - Drugs and Alcohol
- The City and union have approved a draft drug free workplace policy. This policy will be brought to a future council meeting for final approval.

Article 50 - Duration
- This contract is a three-year term with possible reopeners in Pension (Article 41). Details of the pension reopener is written in the respective Article.

STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. Additionally, annual wage increases committed for three years will also help retain a qualified workforce and build strong labor/management relations.

BUDGETARY IMPACT:

Budgeted	Pending approval of FY19 Budget
If not budgeted, is amendment/transfer attached?	N/A

The budgetary impact of this three-year contract renewal is illustrated in Article 29: Wages of the Union Contract document provided in attachment. Other Articles with budgetary impact include: Working out of Classification (Article 15), Incentive Pay (Article 30), Hours of Work and Overtime (Article 31), and Pension (Article 41), Education (Article 42).

PREVIOUS ACTION:

At a regular City Council Meeting on August 25, 2015, 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, 2015 through September 30, 2018.
At a regular City Council Meeting on July 8, 2014, Council approved wage adjustments for IAFF effective October 1, 2014.
At a regular City Council Meeting on August 13, 2013, 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, 2012 through September 30, 2015.

RECOMMENDED MOTION:

Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2015 through September 30, 2018.

AGREEMENT

BETWEEN

CITY OF COCOA

AND

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, LOCAL 2416

October 1, 2018 to September 30, 2021

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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.

1.2 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 thirty (30) days before the City plans to substantially change or implement a new rule. 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

1within 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 seven (7)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 seven (7) calendar days of receipt of the grievance. The Fire Chief, or his/her designee, shall render a written decision within seven (7) 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 seven (7) 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 seven (7) 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 weekly basis, unless a bi-weekly payroll is implemented by the City.

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 and 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 six months prior to the test.

Driver-Operator

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), following the initial process in 2016, 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.

Lieutenant

13.2 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.

C.

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. No applicant will be allowed to leave the examining room until the test is completed and turned in.

D. When a vacancy exists the City will make every effort to fill the vacancy within forty-five (45) days.

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 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 and will receive seven and a half percent (7.5%). Once these lists have been exhausted, it should be offered, by seniority, to a member who has completed the requirements of 15.5 of this Article and will receive five percent (5%). The Department will track Lieutenant and Driver/Operator out of classification time for members on the eligibility list and assign as fairly as possible. If all eligible employees elect not to accept the working out of classification position, the Fire Chief or his/her designee shall assign the working out of classification position at his/her discretion to the least senior member of that shift that meets the service requirements of Article 13. However, if there is a Lieutenant working from another shift due to overtime or shift exchange, he/she shall be assigned as a Lieutenant and working out of classification pay is not applicable.

15.3 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 seven and a half percent (7.5%). Those that have not completed the training program will receive five percent (5%).

15.4 The City may assign bargaining unit employees to work out of classification to temporarily fill vacancies within Fire Department positions.

15.5 All eligible bargaining unit member will be offered, on-duty, 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 15.5. 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 does not work an approved shift trade due to illness, his/her sick leave bank will be charged. The agreeing member is not eligible to use vacation on a shift that he/she has agreed to work.

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:

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. Dark blue jacket

6. Cocoa Fire Department badges

7. Name tags

8. T-shirts or casual style shirt

9. C.F.D. (Cocoa Fire Department) baseball type cap

10. Logo sweatshirt or 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.

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 October 1 of fiscal years 2019, 2020, and 2021, the City shall provide a three percent (3%) wage increase for bargaining unit members employed as of the ratification date of this Agreement. Bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year.

29.2 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.

29.3 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.

29.4 Employees who were promoted to Lieutenant prior to October 1, 2018 and had the Driver/Operator Assignment at the time of their promotion (Bragg and Slaughter) will receive a 5% increase in base pay retroactive to their promotion date upon ratification of this contract.

Classification	Firefighters	Driver/Operator	Lieutenants
Minimum	$35,594	$43,394	$54,106
Maximum	$59,930	$62,920	$74,620

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 holding a valid Paramedic certification shall receive $ .77/hour. 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.

30.5 Once an employee is released by the medical director and Fire Chief to be a “solo status” paramedic, and there is an available paramedic position, his/her incentive pay shall increase $1.16/hour to $1.93/hour. To ensure levels of service are properly maintained, the solo status incentive will be temporarily removed in an event the employee is on a medical leave of absence or in a light duty capacity for more than a thirty-day period due to a non-work related injury. If available, at the Fire Chief’s discretion, he or she may temporarily assign a qualified solo-

paramedic to fill the absence. During the temporary assignment, the substitute employee will receive the additional solo pay incentive pay.

30.6 Procedures for attaining Solo Paramedic and Driver/Operator status shall be established in accordance with the Department's established policies and procedures.

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. 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. 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 Station #1 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.

31.7 Fifty (50) hours per week, which amounts to two hundred (200) hours in a twenty-seven (27) day cycle, will constitute a normal workweek and the parties agree there is no entitlement to additional pay for a normal week worked beyond the regular normal weekly wage. 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 normally scheduled workweek.

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 March 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 March 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 submit a written notice fourteen (14) days in advance.

35.8 In the event that an employee covered by this Agreement dies, accrued vacation shifts, 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, three (3) 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 may 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 percent (20%) 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) weeks advance notice of resignation.

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.

36.8 Every member of the bargaining unit who becomes pregnant shall be entitled to a leave of absence consistent with State and Federal laws.

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 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. However, it is understood the final decision on such matters shall be made by the Fire Chief.

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 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.

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 September 30, 2018, or upon implementation, whichever is later (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.

ARTICLE 42 - EDUCATION

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 The City agrees to sponsor up to six (6) employees for Paramedic School for the duration of this Contract. The reimbursement shall be no less than fifty percent (50%) per employee. In the event the employee leaves employment within three (3) years of receiving the reimbursement, the paramedic school payment will be repaid at one hundred percent (100%). The Union and Fire Chief shall mutually agree on a department SOP for the paramedic sponsorship within ninety (90) days of ratification of this Contract.

ARTICLE 43 - RESERVED

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.

45.3 The City will implement a Drug Testing Policy, with the input and approval of the Union, within sixty (60) days of the ratification of this agreement. If a City Policy is not agreed to and implemented within this time period described, either party may open this article for renegotiation. The Union is in agreement with the City's Drug Free Workplace Policy being implemented with the effective date of October 1, 2018.

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. This shall define seniority for all applications during employment. 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, 2018 and remain in effect up to and including September 30, 2021. Only Article 41.5 will be reopened as stated in respective Article.

50.2 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, as specified above, 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)

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. 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

_____
Henry U. Parrish, III
Mayor

_____
John A. Titkanich, Jr.
City Manager

_____
Date

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2416

_____
Russell Sengel
President

_____
Brian Ackerman
Vice-President

_____
Date

ATTEST:

_____
Carie Shealy
City Clerk

Date: _____

Legislation Details (With Text)

File #:	18-361	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	8/14/2018		**In control:**	City Council	
On agenda:	9/11/2018		**Final action:**		
Title:	Approve Participation in a Cooperative Purchase Agreement with Hydromax USA to Provide Hydrant and Valve Assessment and Maintenance Service Utilizing Seminole County Contract No. IFB-602347-15/GCM Effective November 23, 2015 through November 23, 2018; Pending Approval of the FY 2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hydromax FY19 Short Term Demand Leveling Support Services Proposal 8_8_18.pdf Seminole County Contract IFB-602347-15_tc (Hydromax).pdf FW_ IFB-602347-15 GCM Piggyback.msg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 16, 2018
Agenda Date: September 11, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA to Provide Hydrant and Valve Assessment and Maintenance Service Utilizing Seminole County Contract No. IFB-602347-15/GCM Effective November 23, 2015 through November 23, 2018; Pending Approval of the FY 2019 Budget

BACKGROUND:

Following the initial valve and hydrant assessment completed by Mueller Service Co. in 2013, the Water Field Operations (WFO) staff began a systematic assessment program closely following the recommended American Water Works Association (AWWA) standards relating to hydrant assessment, flowing and maintenance. The Utilities Department has established a biennial goal of assessing over 6,700 hydrants within the Cocoa water system. The resulting information is vital to the local fire departments served by the Cocoa water system, and is necessary during the completion of their respective ISO certifications.

In order to compensate for project load and staffing constraints, the Utilities Department Staff requested approval to utilize Seminole County Contract IFB-602347-15_tc to employ Hydromax USA to provide supplemental field staff in FY16 and FY17. At this time, Staff requests a continuation of this supplemental field support in FY19 to assist the Utilities Department in reaching the hydrant and

valve assessment goals set by the Utilities Department and as recommended by the AWWA.

Staff recommends approval of the Seminole County contract with Hydromax USA to provide supplement staff for hydrant and valve maintenance and repair services, and to authorize a budgeted expenditure for these services not to exceed $314,900.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending approval of the FY19 budget
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$314,900
Account Number	421-4025-536.46-00, WS1201
Account Name	Repairs & Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

In September 2016, City Council approved participation in a Cooperative Purchase Agreement with Hydromax USA for Hydrant and Valve Assessments Utilizing Seminole County Contract No. IFB-602347-15/GCM Effective November 23, 2015 through November 23, 2018.

In July 2017, City Council approved participation in a Cooperative Purchase Agreement with Hydromax USA to perform the Wellfield Valve Locating and Assessment Project Utilizing Seminole County Contract No. IFB-602347-15/GCM Effective November 23, 2015 through November 23, 2018.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Hydromax USA to Provide Hydrant and Valve Assessment and Maintenance Services Utilizing Seminole County Contract No. IFB-602347-15/GCM Effective November 23, 2015 through November 23, 2018; Pending Approval of the FY 2019 Budget.

HYDROMAX USA
Advanced Water, Wastewater and Gas Data Collection

City of Cocoa, FL – Demand Leveling

Hydrant Maintenance Support

Prepared for: Chris Collier, Field Operations Manager

Prepared by: Shane Majetich, Manager National Water Distribution Services

August 8, 2018

August 8, 2018

Chris Collier, Field Operations Manager

351 Shearer Blvd.
Cocoa, FL 32922

RE: Demand Leveling Support Services, Valve and Hydrant Assessments

The City of Cocoa WFO Staff desires to complete annual asset management activities in compliance with recommended AWWA standards. These goals have been impacted by recent infrastructure construction activities and staffing constraints. In FY16 and FY17, the City of Cocoa contracted with Hydromax USA for "demand-leveling" field services for the assessment and maintenance of fire hydrants and their associated isolation valves. The objective is to engage Hydromax through their existing contract with Seminole County to bring planned assessment and maintenance activities back within targeted volumes, allowing the City's existing field operations to return to planned levels.

The objectives of this program are:

1. Provide supplemental field support services to the City of Cocoa to assist in maintaining targeted annual asset maintenance schedules.
2. Evaluate and improve the operability of hydrants in the water distribution system through hands-on field activities.
3. To document the condition of the above water distribution assets and transfer the collected information in a format compliant with the City's GIS system.

We are pleased to provide the below quotation. The quotation utilizes the current Seminole County contract unit pricing, task descriptions, terms, and conditions, for assessment activities to be completed in FY19. See attached for Seminole County descriptions of maintenance activities.

Item	Description	UM	Qty.	Price	Extension
A1	Hydrant Maintenance (with scrape, wire brush, and paint)	Ea.	6,700	$47.00	$ 314,900.0
				Total	**$314,900.00**
	A2 – Option Hydrant Maintenance (without scrape, wire brush, and paint)	Ea.	6700	$43.52	291,584.00

Established in 2003, Hydromax USA is a professional services firm specializing in data collection in support of locating and assessing the condition of the country's aging water, wastewater and natural gas conveyance systems. HUSA's vast experience with new technologies and techniques empowers contractors, engineers and utility owners to make the best rehabilitation decisions regarding their buried infrastructure.

Our team continues to be excited about this opportunity and looks forward to working with you and the other members of the City of Cocoa once again in the weeks and months ahead. Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me directly at (813) 305-6610.
Thank you again for your time and consideration.

Sincerely,

Shane Majetich

Shane Majetich
Manager, National Water Distribution Services
2500 Drane Field Road, Ste 204
Lakeland, FL 33811
813.305.6610
shane.majetich@hydromaxusa.com

Corporate Office and Data Center
11420 Watterson Ct, Suite 1100
Louisville, KY 40299
877-389-2227
www.hydromaxusa.com

TERM CONTRACT FOR HYDRANT AND VALVE INSTALLATION, REPAIR, AND MAINTENANCE SERVICES (IFB-602347-15/GCM)

THIS AGREEMENT is made and entered into this 23rd day of NOVEMBER, 2015, by and between **HYDROMAX USA**, duly authorized to conduct business in the State of Florida, whose address is 2500 Drane Field Road, Suite 204, Lakeland, Florida 33811, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve installation, repair, and maintenance services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described and depicted

CERTIFIED COPY
MARYANNE MORSE
Clerk of Circuit Court and Comptroller
SEMINOLE COUNTY, FLORIDA
BY Kyla Spencer
DEPUTY CLERK

in the Release Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR shall be performed, as specified in such Release Orders as may be issued hereunder within the time specified therein.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Release Order number, Contract number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Environment Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided for in subsection (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. Responsibilities of CONTRACTOR. Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever

type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. 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.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

Section 14. Assignment. This Agreement nor any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Subcontractors. In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

Section 16. Indemnification of COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

Section 17. Insurance.

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) 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 Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain and keep in force

amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Release Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) 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.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by 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.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR 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 or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (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, CONTRACTOR 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 CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the Prompt Payment Procedure,s arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 22. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR (including its officers, employees,

and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR 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 COUNTY's officers and employees either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Patents and Royalties. Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or supplied by CONTRACTOR. In the event of any claim against

COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 28. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. 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, to-wit:

For COUNTY:

Environment Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

For CONTRACTOR:

Hydromax USA
2500 Drane Field Road, Suite 204
Lakeland, Florida 33811

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

HYDROMAX USA

Witness

Steven Magistrelli
Print Name

Witness

Lamar Carroll
Print Name

By: _____

Print Name: JEFFREY A GRAHAM

Title: PRESIDENT

Date: NOVEMBER 20, 2015

SEMINOLE COUNTY, FLORIDA

Witness

Gladys Marrozos
Print Name

Witness

Kellen Erlandson
Print Name

By: _____
RAY HOOPER, Purchasing and Contracts Manager

Date: 11/23/15

For the use and reliance of Seminole County only.

As authorized for execution by the Board of Seminole County Commissioners at its November 10, 2015, regular meeting.

A-1418-15

Approved as to form and legal sufficiency.

County Attorney

AEC/ljp/lpk
6/30/15 9/23/15
p:\users\legal secretary csb\purchasing 2015\IFB-602326 Hertz.doc

Attachments:
Exhibit A – Scope of Services and Fee Structure
Exhibit B – Sample Release Order

EXHIBIT "A"

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Gladys Marrozos, CPPB Sr. Procurement Analyst 407-665-7110 - Phone 407-665-7956 - Fax gmarrozos@seminolecountyfl.gov	**IFB-602347-15/GCM** **Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services**
Pre-Bid Conference Date: August 13, 2015 Time: 9:00 AM (Eastern Standard Time) Location of pre-Bid Conference: Environmental Services Department, 500 West Lake Mary Boulevard Sanford, Florida 32773	
Bid Due Date: September 2, 2015 Time: 2:00 PM (Eastern Standard Time) Location of Public Opening: Purchasing & Contracts Division, PCD Conference Room 1301 E. Second Street, Sanford, FL 32771	
Proposer Name: Hydromax USA	Federal Employer ID Number: 20-0602448
Mailing Address: 2500 Drane Field Rd, Ste 204	If returning as a "No Submittal", state reason (**If so, return only this page**):
City, State, Zip: Lakeland FL 33811	
Type of Entity **(Circle one)**: Corporation (Partnership) Proprietorship Joint Venture Incorporated in the State of: Indiana List of Principals: Jeffrey Graham, Steve Lacy Mark Bruce	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers** none **through** ____: 8/27/2015 Authorized Signature (Manual) Date
Email Address: shane.maletich@hydromaxusa.com	Typed Name: Jeffrey Graham
Telephone Number: 813-305-6610	Title: President
Fax Number: 502-565-0239	Date: 8/27/2015

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1
General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

A. SCES Utility Engineering Specifications for Water Distribution Construction.
B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
E. OSHA Standards as applicable to associated work.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified **Quality Control Manager** who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible Service Technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
    - Hydrant ID tag number
    - Hydrant address location
    - Hydrant GPS site coordinates
    - Date of flush or service
    - Hydrant brand
    - Hydrant model number
    - Hydrant year
    - Hydrant size
    - Hydrant flow rate obtained
    - Hydrant pressure after 5 minutes of flushing
    - Total gallons flushed during service
    - Degree of operating difficulty
    - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a "V" marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: >= 4
- Position Dilution of Precision (PDOP) <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

a) **Physical data –** Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details)and any additional information as necessary.
b) **Location data –** Mapping grade GPS coordinate data parameters noted in the GPS mapping section
c) **Discrepancies –** Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number – For each device
- Data Dictionary – Valve Condition (operable, inoperable)
- Source document reference – valve discrepancies
- Date of Operation – Structure discrepancies
- Valve Size – PDOP value
- Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item B3 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft^2 sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Part 4
Price Submittal

IFB-802347-15/GCM - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: Hydromax USA

Mailing Address: 2500 Drane Field Road, Ste 204 Lakeland FL 33811

Street Address: 2500 Drane Field Road, Ste 204

City/State/Zip: Lakeland FL 33811

Phone Number: (813) 305-8310 FAX Number: (502) 565-0239

E-Mail Address: shane.majetich@hydromaxusa.com

Designated Project Manager Information:

Project Manager: Lamar Carroll

Project Manager Telephone No.: 813-404-8341 Fax No.: 502-565-0239

E-Mail Address: lamar.carroll@hydromaxusa.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	350	$ 47.00	$ 16,450.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	1000	$ 43.52	$ 43,520.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	$ 150.00	$ 3,750.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	$ 12.00	$ 3,000.00
A5	Furnish and install reflective road marker	EA.	500	$ 10.00	$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	$ 21.50	$ 5,375.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	$ 32.50	$ 812.50
A8	Upper barrel repair	EA.	35	$ 250.00	$ 8,750.00
A9	lower barrel repair	EA.	50	$ 480.95	$ 24,047.50
A10	Hydrant extension (6")	EA.	25	$ 550.00	$ 13,750.00
A11	Hydrant extension (12")	EA.	20	$ 600.00	$ 12,000.00
A12	Hydrant extension (18")	EA.	20	$ 700.00	$ 14,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	$ 4,542.00	$ 45,420.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	$ 5,060.00	$ 50,600.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	$ 6,268.00	$ 94,020.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	$ 7,302.00	$ 109,530.00
A16a	With 6" x 6" tee	EA.	3	$ 5,065.00	$ 15,195.00
A16b	With 6" x 8" tee	EA.	3	$ 5,318.00	$ 15,954.00
A16c	With 6" x 10" tee	EA.	2	$ 5,836.00	$ 11,672.00
A16d	With 6" x 12" tee	EA.	2	$ 6,187.00	$ 12,374.00
A16e	With 6" x 14" tee	EA.	2	$ 7,452.00	$ 14,904.00
A16f	With 6" x 16" tee	EA.	1	$ 8,780.00	$ 8,780.00
A16g	With 6" x 20" tee	EA.	1	$ 10,838.00	$ 10,838.00
A16h	With 6" x 24" tee	EA.	1	$ 12,678.00	$ 12,678.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	$ 5,635.00	$ 140,875.00
A17a	With 6" x 6" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17b	With 6" x 8" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17e	With 6" x 10" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17c	With 6" x 12" wet tap	EA.	2	$ 7,475.00	$ 14,950.00
A17d	With 6" x 14" wet tap	EA.	2	$ 8,883.00	$ 17,766.00
A17e	With 6" x 16" wet tap	EA.	2	$ 9,487.00	$ 18,974.00
A17f	With 6" x 20" wet tap	EA.	2	$ 10,062.00	$ 20,124.00
A17g	With 6" x 24" wet tap	EA.	2	$ 10,580.00	$ 21,160.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	$ 2,875.00	$ 28,750.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	$ 575.00	$ 17,250.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	$ 35.00	$ 875.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	$ 511.00	$ 7,665.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	$ 42.00	$ 42,000.00
B2	Valve maintenance (includes sub-foot GPS location	EA.	750	$ 42.00	$ 31,500.00
B3	Valve maintenance (without GPS location)	EA.	350	$ 42.00	$ 14,700.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA.	125	$ 31.13	$ 3,891.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	$ 155.00	$ 15,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	$ 1.00	$ 50.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	$ 1.00	$ 50.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 1,495.00	$ 22,425.00
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 2,127.50	$ 31,912.50
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 2,415.00	$ 36,225.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$ 2,875.00	$ 43,125.00
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 4,025.00	$ 40,250.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 5,042.75	$ 25,213.75
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 8,684.50	$ 43,422.50
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 9,955.00	$ 49,775.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 18,150.00	$ 90,750.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	$ 29,150.00	$ 29,150.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 6,986.25	$ 69,862.50
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$ 7,538.25	$ 188,456.25
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	$ 8,234.00	$ 205,850.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 11,764.50	$ 117,645.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 13,811.50	$ 138,115.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	25	$ 55.00	$ 1,375.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	$ 500.00	$ 7,500.00
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$ 1.00	$ 15.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$ 1.00	$ 15.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$ 1.00	$ 25.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	25	$ 1.00	$ 25.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	10	$ 1.00	$ 10.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	$ 14.33	$ 21,500.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	$ 86.00	$ 12,900.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY[3]	100	$ 367.50	$ 36,750.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY[3]	250	$ 143.75	$ 35,937.50
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			$	$
B37	Exploratory investigation 0' to 4' deep	HOURLY[1,2,3]	120	$ 281.75	$ 33,810.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY[1,2,3]	150	$ 281.75	$ 42,262.50
B39	Exploratory investigation > 10' deep.	HOURLY[1,2,3]	50	$ 494.50	$ 24,725.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$ 48,950.00	$ 97,900.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$ 81,427.50	$ 162,855.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through"				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			$	$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	$ 150.00	$ 37,500.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	$ 150.00	$ 75,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	$ 150.00	$ 37,500.00
ITEM	**DESCRIPTION**	**UNIT**	**EST. ANNUAL USAGE**	**UNIT PRICE**	**EXTENDED COST**
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	**Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)**				
E1a	6 inch	LF.	50	$ 52.90	$ 2,645.00
E1b	8 inch	LF.	50	$ 63.25	$ 3,162.50
E1c	10 inch	LF.	25	$ 94.30	$ 2,357.50
E1d	12 inch	LF.	25	$ 112.70	$ 2,817.50
E1e	14 inch	LF.	10	$ 149.50	$ 1,495.00
E1f	16 inch	LF.	50	$ 127.65	$ 6,382.50
E1g	20 inch	LF.	10	$ 287.50	$ 2,875.00
E1h	24 inch	LF.	10	$ 460.00	$ 4,600.00
E2	**Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)**				
E2a	4" line stop (SS fitting)	EA.	5	$ 5,405.00	$ 27,025.00
E2b	4" line stop (epoxy fitting)	EA.	5	$ 5,520.00	$ 27,600.00
E2c	6" line stop (SS fitting)	EA.	10	$ 5,635.00	$ 56,350.00
E2d	6" line stop (epoxy fitting)	EA.	10	$ 5,721.25	$ 57,212.50
E2e	8" line stop (SS fitting)	EA.	5	$ 6,888.50	$ 34,442.50
E2f	10" line stop (SS fitting)	EA.	5	$ 9,660.00	$ 48,300.00
E2g	12" line stop (epoxy fitting)	EA.	5	$ 10,120.00	$ 50,600.00
E2h	14" line stop (epoxy fitting)	EA.	5	$ 16,280.00	$ 81,400.00
E2i	16" line stop (epoxy fitting)	EA.	5	$ 17,985.00	$ 89,925.00
E2j	20" line stop (epoxy fitting)	EA.	5	$ 21,010.00	$ 105,050.00
E2k	24" line stop (epoxy fitting)	EA.	5	$ 25,850.00	$ 129,250.00

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissions
Seminole County, Florida

PURCHASE ORDER

EXHIBIT " B "

ORDER NUMBER:

OF

ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101E. 1st STREET - COUNTY SERVICES BLDG, RM. 3200
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

ITEM	QUANTITY	UNIT	ITEMS SHIP TO	UNIT PRICE	EXTENSION
			Sample of Release Order		

SEMINOLE COUNTY

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services 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. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in 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 order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way effect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or altercation related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at is option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, *Florida Statutes.*

Legislation Details (With Text)

File #:	18-363	**Version:** 1	**Name:**	Attached COI has expired
Type:	Contract		**Status:**	Multi-Year Contract
File created:	8/14/2018		**In control:**	City Council
On agenda:	9/11/2018		**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019; Pending Approval of the FY2019 Budget. (Utilities Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	OUC Contract #4218-2 OQ.pdf FW Restoration Contractor.msg All Terrain COI Exp 11-30-18.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 14, 2018
Agenda Date: September 11, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019; Pending Approval of the FY2019 Budget

BACKGROUND:

The Water Field Operations Division (WFO) provides repair services associated with potable water distribution system water main breaks and service lines failures. The damage caused by these water infrastructure failures includes Florida Department of Transportation (FDOT) and Brevard County roadways as well as public and private property. The WFO Restoration Crew completes restoration tasks in areas affected by distribution system failures, but they are not authorized to permanently repair FDOT and Brevard County roads. These repairs must be performed by authorized contractors who are qualified to mill and repave state and county roads.

Previously, the City contracted with All Terrain Tractor through the use of Orlando Utilities Commission (OUC) Contract 4218-2 OQ for restoration services that cannot be completed by the WFO Restoration crew.

At this time, we are requesting the continued use of Orlando Utilities Commission (OUC) Contract No. 4218-2 OQ for restoration services. This contract has been reviewed by the City and has been

determined to be applicable to the services required by WFO.

Staff recommends approval of the OUC contract with All Terrain Tractor to perform restoration services, and to authorize a budgeted expenditure for these services not to exceed $350,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, pending approval of the FY19 budget
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$350,000
Account Number	421-4025-536.46-00
Account Name	Repairs & Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On October 27, 2015, City Council approved the participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 3398-2 OQ effective March 12, 2013 through March 11, 2016.

On June 13, 2017, City Council approved the participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ effective January 1, 2017 through December 31, 2019.

On February 13, 2018, City Council approved the participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ effective January 1, 2017 through December 31, 2019.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019; Pending Approval of the FY 2019 Budget.

ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA

ASPHALT AND CONCRETE SERVICES

ALL TERRAIN TRACTOR SERVICE, INC.

4218-2 OQ

COMMISSIONERS

GREGORY D. LEE	President
CESAR E. CALVET	First Vice President
DAN KIRBY	Immediate Past President
(Vacant)	Commissioner
BUDDY DYER	Mayor/Commissioner
KENNETH P. KSIONEK	General Manager & CEO

CONFORMED CONTRACT

Asphalt and Concrete
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	Pages
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COMPLIANCE FORMS	
Sworn Statement Under Section 287.133(3) (a) and 287.135, **FLORIDA STATUTES**, on Public Entity Crimes and Scrutinized Companies	SS 1-2
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Declarations and Signature Page	DS 1
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W-9 Form	1 Page
Insurance Certificate	1 Page
RFP DOCUMENTS	19 Pages
Instructions to RFP	13 Pages
General Terms and Conditions	16 Pages
SUPPLIER'S PROPOSAL (With Pricing Sheet)	37 Pages

CONTRACT DOCUMENTS

CONTRACT

THIS CONTRACT, made effective as of this January 1, 2017, ("Effective Date") is by and between the **Orlando Utilities Commission** with its principal office located at 100 W. Anderson Street, Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and **All Terrain Tractor Service, Inc.**, a Florida corporation with its principal office in Orange City, Florida, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

WITNESSETH:

THAT WHEREAS, OUC has caused to be prepared, in accordance with law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Supplier has submitted to OUC a proposal in accordance with the terms of this Contract; and

WHEREAS, OUC, in the manner prescribed by law, has determined the Supplier to be the most responsive and responsible bidder for the work and has awarded to the Supplier a contract therefore, for the sum or sums named in the Supplier's proposal or as otherwise amended by the Basis of Contract, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the Parties to these presents hereby agree, OUC for itself and its successors, and the Supplier for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows.

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide Asphalt and Concrete Services beginning January 1, 2017 through December 31, 2019 in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. This Contract at the option of OUC may be extended for two (2) consecutive one (1) year periods starting January 1, 2020. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

In the event there is a conflict or contradiction among any of the Contract Documents, the order of precedence shall govern any contracts initiated under this Contract and all services rendered hereunder:

A. This Contract, including any Basis of Contract.

B. OUC's General Conditions included in the RFP document.

C. OUC's Request for Proposal (RFP16 4218 OQ) with a RFP due date of September 28, 2016.

D. Supplier's response to the Request for Proposal dated September 28, 2016.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum (subject to adjustments as provided by the Contract) as submitted in the Supplier's Proposal for Asphalt and Concrete Services, RFP16 4218-2 OQ dated September 28, 2016, for all work included in the Contract, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

ARTICLE III. That time of completion is of the essence of the Contract, and that the Supplier shall proceed with the specified work and shall conform to the schedule specified in General Requirements, or elsewhere in the specifications, which has been made a part of this Contract.

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or third party vendors who have licensed the information to

OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

IN WITNESS WHEREOF, the Parties agree the Effective Date of this Contract shall be the day and year first above written.

Orlando Utilities Commission

Signature _____ (SEAL)
Kenneth P. Ksionek, General Manager & CEO

Date _____

Attest _____
ELIZABETH M MASON ASSISTANT SECRETARY

All Terrain Tractor Service, Inc.

Signature _____ (SEAL)

Title VP

Date 12/16/16

Witness Marsha Evans

Title Office manager

Witnesses Melissa R Joseph

_____

Awarded by the Orlando Utilities Commission on December 13, 2016.

The form of execution of the foregoing contract is hereby approved:

As to Orlando Utilities Commission:

_____
Attorney for Orlando Utilities Commission

As to Supplier:

_____
Attorney for Supplier

CERTIFICATE OF COUNSEL
(Where Supplier is a Corporation)

I do hereby certify that the Contract has been duly and lawfully executed by the Supplier acting by and through all officers and agents thereunto respectively required for the valid execution thereof, and that the same respectively constitutes a valid and binding obligation of such party. In lieu of Counsel Certification, a letter of signatory authority from the Corporate Secretary on official letterhead bearing the corporate seal may be submitted.

Signature of Counsel for Principal (Supplier)

James T. Crow

Type or print name of Counsel

949 Shadick Dr
Orange City FL 32763

Type or print address of Counsel

CERTIFICATE OF COUNSEL
(Where Supplier is an individual or partnership)

I hereby certify that the Contract has been duly and lawfully executed by the Supplier, or if the Supplier be a partnership by a partner thereunto duly and lawfully authorized and that such person, officers and agents were thereunto lawfully authorized and that the same respectively constitutes a valid and binding obligation of such party.

Signature of Counsel for Principal (Supplier)

Type or print name of Counsel

Type or print address of Counsel

COMPLIANCE FORMS

SWORN STATEMENT UNDER SECTION 287.133 (3) (a) and 287.135, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Volusia

Before me, the undersigned authority, personally appeared James T. Crow who, being by me first duly sworn, made the following statement:

1. The business address of All Terrain Tractor Service is 949 Shaddick Dr Orange City FL 32763

2. My relationship to James T. Crow is Vice President

[Relationship such as sole proprietor, partner, president, vice president].

3. I understand that any company listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Section as defined by Florida Statute 215.473 may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. If found to be on the list, I understand that any contract with the governmental agency or entity will be terminated and that civil penalties as outlined in Florida Statute 287.135 will apply.

4. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

7. Neither the bidder or Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or Contractor nor any affiliate of the bidder or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 7 if paragraph 8 below applies.]

8. There has been a conviction of a public entity crime by the bidder or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or Contractor who is active in the management of the bidder or Contractor or an affiliate of the bidder or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

N/A. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 8 if paragraph 7 above applies.]

Signed by: _____

Printed Name: James Crow

Sworn to and subscribed before me in the state and county first mentioned above on the 28 day of September 20 16.

Melissa R. Tompkins
Notary Public

(Affix Seal)

MELISSA R. TOMPKINS
Notary Public - State of Florida
Commission # FF 199807
My Comm. Expires Feb 15, 2019
Bonded through National Notary Assn.

Melissa R Tompkins
Type or Printed Name

2/15/19
My Commission Expires

DISPUTE DISCLOSURE for Solicitation #:_____

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain In the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project.

All Terrain Tractor Service Inc — Firm

9-28-16 — Date

[signature] — Authorized Signature

VP/owner — Officer Title

James T Crow — Printed or Typed Name

The undersigned hereby declares that only the persons or firms interested in this proposal/bid response as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this proposal/bid response or in the contract to be entered into; that this proposal/bid response is made without connection with any other person, company, or parties likewise submitting a proposal/bid response; and that it is in all respects for and in good faith, without collusion or fraud.

Proposals shall be prepared in accordance with the Instructions to Proposers document. Failure to submit the necessary forms may cause a rejection of the proposal. The undersigned hereby agrees to provide the services and/or items specified in the solicitation packet form at the prices quoted pursuant to the requirements of this document.

Authorized Signature:	Name & Title (printed) James T. Crow - President
Respondent Name: All Terrain Tractor SVC	Federal I.D. 86-1160001
Address: 949 Shaddick Dr	
City Orange City	State FL Zip 32763
Telephone: (386) 218-6969	E-Mail Address: Mike@allterraintractorservice.com
Date of Proposal: 9-28-16	Contact Person Mike Alvarez

NOTE: This form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Thank you for your interest in doing business with the Orlando Utilities Commission.

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CUC1225243

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MASIARCZYK, JOHN CARLIN JR
ALL TERRAIN TRACTOR SERVICE, INC.
949 SHADICK DR
ORANGE CITY FL 32763

ISSUED: 06/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606160001025

2016/ 2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200604050012 **Expires: September 30, 2017**
Business Location: 949 SHADICK DR

Business Name: ALL TERRAIN TRACTOR SERVICE INC
Owner Name: CHRISTINE CROW
Mailing Address: P O BOX 390958
DELTONA, FL 32739

BUSINESS TYPE	CODE	COUNT	TAX
Demolition - Excavating	200		$22.00
Fence Installation	471FI	6	$54.00
Hazardous Waste Fee	820		$37.00
Business Service	471	18	$112.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

CITY OF ORANGE CITY
LOCAL BUSINESS TAX RECEIPT

LICENSE # LIC-7-11-6279
License Type: Unclassified Categories
Amt. Paid: $ 115.25
Stipulations:

Date Issued: 07/27/2015
Expires: 09/30/2016

Annual Inspections	**$25.00**
Small Sign Fee	**$30.00**
Unclassified - 0950 - FYa	**$60.25**

All Terrain Tractor Service, Inc.
949 Shadick Dr
Orange City FL 32763-8904

CITY OF ORANGE CITY *205 E. Graves Avenue* *Orange City, FL 32763*

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
All Terrain Tractor Service, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
919 Shadick Drive

Requester's name and address (optional)

City, state, and ZIP code
Orange City, FL 32763

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
86 - 1160001

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6-13-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2016

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

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

PRODUCER
Caton-Hosey Insurance
3731 Nova Rd.
Port Orange FL 32129

CONTACT NAME: Kelly Whitaker
PHONE (A/C, No, Ext): (386)767-3161 **FAX (A/C, No):** (386)760-1770
E-MAIL ADDRESS: kelly@catonhosey.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners	10190
INSURER B : Auto-Owners Ins Co	18988
INSURER C : Bridgefield Employers	10701
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All Terrain Tractor Service, Inc.
949 Shadick Dr
Orange City FL 32763-8904

COVERAGES **CERTIFICATE NUMBER:** CL16112116282 **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 XCU Inculded X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X		72553323	11/30/2016	11/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X		5055253900 HIRED AUTO PHYS.DAMAGE DED Comp $100/Coll $250	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			5055332300	11/30/2016	11/30/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		830-54947	11/30/2016	11/30/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			72553323	11/30/2016	11/30/2017		$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Orlando Utilities Commission and their partners, commissioners, directors, officers, agents, and employees are included as an Additional Insured for Auto and General Liability with respects to operations of the Named Insured. Waiver of Subrogation applies with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER
(407)434-4338 mrhoden@ouc.com
Orlando Utilities Commission
5971 Pershing Avenue
Orlando, FL 32822

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
John Hosey/ATHOMP

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RFP DOCUMENTS

Solicitation Packet Form

ORLANDO UTILITIES COMMISSION ORLANDO, FLORIDA
Commissioners:

LINDA FERRONE	**President**
GREGORY D. LEE	**First Vice President**
DAN KIRBY	**Immediate Past President**
CESAR E. CALVET	**Commissioner**
BUDDY DYER	**Mayor/Commissioner**
KENNETH P. KSIONEK	**General Manager & CEO**

RFP16 4218 OQ Asphalt and Concrete	
DATE OF ISSUE:	**9/1/2016**
QUESTIONS/COMMENTS DUE DATE:	**09/13/2016**
ADDENDUM DUE DATE:	**09/16/2016**
RFP DUE DATE:	**09/28/2016**
RFP DUE TIME: 2:00 p.m., EST. ***Proposals will not be accepted after 2:00 P.M. Electronic submittals are preferred. Any non-electronic submittal after the solicitation due time will be returned unopened.***	
ELECTRONIC SUBMITTAL DELIVERY IS PREFERRED. **LOCATION FOR SEALED PROPOSALS IF NEEDED:** ***Solicitation Opening will be held at same location***	Orlando Utilities Commission Reliable Plaza Attn: 1st Floor Security Guard 100 West Anderson Street Orlando, Florida 32801
DIRECT ALL INQUIRIES TO BUYER OF RECORD:	Amy J. Rossi arossi@ouc.com
THIS CONTRACT MAY BE UTILIZED BY OTHER GOVERNMENTAL AGENCIES AT THE SUPPLIER'S DISCRETION.	
BID BOND REQUIRED: YES [ ] - NO [X]	
PAYMENT AND PERFORMANCE BOND REQUIRED: YES [ ] - NO [X]	
NOTE: THE AWARDED SUPPLIER WILL BE REQUIRED TO SUBMIT ONE HARD COPY PROPOSAL WITH WET SIGNATURES, PRIOR TO CONTRACT EXECUTION.	

The undersigned hereby declares that only the persons or firms interested in this proposal/bid response as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this proposal/bid response or in the contract to be entered into; that this proposal/bid response is made without connection with any other person, company, or parties likewise submitting a proposal/bid response; and that it is in all respects for and in good faith, without collusion or fraud.

Proposals shall be prepared in accordance with the Instructions to Proposers document. Failure to submit the necessary forms may cause a rejection of the proposal. The undersigned hereby agrees to provide the services and/or items specified in the solicitation packet form at the prices quoted pursuant to the requirements of this document.

Authorized Signature:	Name & Title (printed)
Respondent Name:	Federal I.D.
Address:	
City	State Zip
Telephone:	E-Mail Address:
Date of Proposal:	Contact Person

NOTE: This form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Thank you for your interest in doing business with the Orlando Utilities Commission.

ACKNOWLEDGEMENT

- The Supplier agrees to obtain prior to award, if selected, Worker's Compensation, General Liability, Automotive, and other insurance requirements in accordance to the requirements as set forth in the solicitation packet form documents, attached hereto.

  All policies shall be subject to approval by OUC and issued by companies authorized by and in good standing with the Department of Insurance of the State of Florida to conduct business in the State of Florida, whether standard companies, excess/surplus lines carriers or self-insured programs such as Worker's Compensation authorized as a group self-insurer by F.S. 440.57, Florida Statutes.
- The Supplier agrees that it as well as its Subcontractors has a Drug-Free Workplace Program and said program complies with the requirements of Florida Statute §§ 287.087 and 440.101 et. seq., the Omnibus Employee Testing Act of 1991, 49 Code of Federal Regulation § 391 and 40 (operation of commercial motor vehicles).
  - In addition, all Subcontractors must implement a controlled substance and alcohol testing policy for safety sensitive positions as defined by the Commission's Alcohol and Controlled Substance Testing Policy for Safety Sensitive Positions.
  - The Supplier's employees as well as its Subcontractor employees are further prohibited from being under the influence or impairment of alcohol on Commission property or work sites or at any time or place while conducting business with or on behalf of the Commission.
- Only one proposal/bid response for the above project is being submitted and that the named entity has no financial interest in other entities submitting proposals/bid responses for the same project.
- Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, business relationships or property interests for this project. The Supplier shall disclose to OUC the name(s) of any OUC employee or OUC Board member who has a direct or indirect financial interest in the Supplier or in the proposed transaction. An OUC employee or Board member has a direct or indirect financial interest in the Supplier or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Board member or a close relative has an ownership interest in the Supplier (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Supplier, is a partner, officer, director, trustee or consultant to the Supplier, has received grant, travel, honoraria or other similar support from the Supplier, or has a right to receive royalties from the Supplier.
- No member of the entity's ownership, management, or staff has a vested interest in any aspect of the Orlando Utilities Commission nor any business or other relationship with any of its employees, officers, directors or Board members that create a conflict of interest or the appearance of a conflict of interest.
- No member of the entity's ownership or management is presently applying for an employee position or actively seeking an appointment within the Orlando Utilities Commission.
- In the event that a conflict of interest is identified in the provision of services, the signatory, on behalf of the above named entity, will immediately notify the Orlando Utilities Commission in writing.

Statement of No Bid
The Procurement Department is committed to continuously improve its processes to receive maximum participation from the industry/market. Please click on No-Bid Form and take a few minutes to briefly explain to us why you will not be responding to OUC's solicitation and email the form to the Buyer of records.

No Contact Period
From the Date of Issue of this solicitation packet until a decision to approve the notice of recommended award, rejection of all bids or other notice is made, no unauthorized contact, related to this solicitation will be allowed between a bidder, their employees or Subcontractors and any OUC commissioner, officer, director, or staff, with the exception of the Buyer of Record. Any unauthorized contact will disqualify the bidder from further consideration.

Proposal Label: Electronic submittals are preferred. If you wish to submit a hard copy submittal, please use the label below to be placed on front of envelope.

DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN

From: _____

Address: _____

_____

NUMBER: **RFP16 4218 OQ**
TITLE: ASPHALT AND CONCRETE

PROPOSAL TO BE SUBMITTED ON: SEPTEMBER 28, 2016 BY 2:00 PM

DELIVER TO:
ORLANDO UTILITIES COMMISSION
PROCUREMENT DEPARTMENT
AMY J. ROSSI
100 WEST ANDERSON STREET
ORLANDO, FL 32801

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SECTION I

INTRODUCTION

The Orlando Utilities Commission (OUC) is an electric and water municipal utility serving Orlando, Florida and portions of surrounding Orange County. OUC also has an Inter-local agreement with the City of St. Cloud, Florida for the management of its electric utility. Currently we serve more than 313,000 customers. To obtain general information about OUC go to www.ouc.com.

SCOPE OF WORK The purpose of this solicitation is to perform the following types of work in accordance with the requirement which may include the following but not be limited to, lime rock base, asphalt concrete surfaces, Portland cement, concrete pavement and driveway, sidewalk, concrete curb restoration, debris removal, and removal of brick base or underlayment in regards to street restoration.

TERM OF CONTRACT From the effective date through a three year term with two (2) additional one year renewal options for OUC.

PRICE AND COSTS Prices as listed on the solicitation proposal pages must remain firm throughout the contract period of three years.

INVOICES Send all invoices to **Accounts Payable, Attention: Manager,** Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or e-mail to accountspayable@ouc.com . In order to insure prompt payment, the Purchase Order (PO) number must be referenced on the invoice.

- Upon completion of a project, the Supplier MUST invoice within 30 days.
- Payment will be made only on completed projects.
- The invoicing must include the name and address of the project for each project, along with the PO number.

PAYMENTS OUC shall have the option to make payments by check, procurement card, wire transfer or Automated Clearing House to the bank account(s) identified by the Supplier.

CONTRACT SAMPLE Please click here.

EVALUATION CRITERIA Please refer to the instruction to Proposers document; item A.14.

SECTION II

Supplier Information

1. Prime Consultant shall provide the following background data on their firm:

   Firm Name_____

   Name of Parent Company_____

   Complete Business Address _____

   _____

   _____

   State of Incorporation _____

   Name, Address, Telephone
   Number of Contact
   Personnel _____

   Office Number, Cell/Mobile
   Number and Email of
   Contact Personnel _____

   Size of company _____

   Years in Business _____

   Organization Management Overview

   _____

   _____

   _____

   Ownership

   _____

   _____

   _____

2. Number of offices / locations _____ Number of employees _____
3. Dun & Bradstreet Number _____
4. Is the firm licensed to conduct business in the State of Florida?

   Yes ( ); No ( ) If Yes is checked, provide:

   Current License Information: _____

State Certification Number: _____

Certification Categories: _____

(Provide a copy of your firm's business licensees with your response)

If not, (Bidder must be registered to do business in the State of Florida by the time Notice of Intent to Award is sent). The link to the site is: http://www.sunbiz.org

5. Are you a Women Owned or Minority Owned business?
   Yes ( ) No ( )

   If yes, explain which one_____

6. Does your company have an affirmative action plan in utilizing small business / minority / disadvantaged entrepreneur and local participation in pre-qualifying vendors and subcontractors? Will you report your efforts on an annual basis? Yes ( ) No ( )
7. Is your company currently involved in any unsettled litigation? Yes ( ); No ( )
   If yes, please explain:
8. Has your company ever been issued a warning or violation by a regulatory agency for noncompliance with Federal or State regulations? Yes ( ); No ( )

   Dates: _____ Describe: _____
9. Does your company have employee incentive programs to reward safety, productivity, quality, performance, and/or longevity? If so, describe.
10. Have you ever had a contract terminated? If yes, provide the name of the company, when the event happened, and reasons.
11. Has the Company ever been in a lawsuit where the company or one of its employees was accused of a wrong doing? If yes, provide name of plaintiff, when the event occurred and reasons.

Approach to perform work

A. Please list the equipment you own, and which you intend to use in the execution of this contract: (Please attach separate pages)

B. Where are the current construction offices located that you would plan to provide these services?

C. What are your current crew resources planned to support this service?

D. Please provide an org chart and list the key personnel responsible for executing the services including their resume, current title, how long they have been in this position.

Safety Record

A. Do you have a Safety Training Program for your employees? Yes ( ); No ( )
If yes, please provide an outline or attach a copy of program.

B. Please provide a copy of your safety manual.

C. Does your firm have a Drug Free Workplace Policy? (Yes or No). If yes, provide a brief summary and/or copy of your Policy.

D. Does your Firm performs any or all of the following employee pre-screening requirements:

Drug Screening Tests: Yes ( ); No ( )
Workers' Compensation History Review: Yes ( ); No ( )
Driver's License Verification: Yes ( ); No ( )
Pre-employment Physical Exam: Yes ( ); No ( )
Criminal History Review: Yes ( ); No ( )

E. Workman's Compensation Information:
   a. Provide experience modification rating for the last 3 years.
   b. OSHA Information:
      - OSHA Incidence Rate for the last 3 years
      - OSHA Frequency Rate for the last 3 years
        (Number of Lost Time Cases x 200,000/Total Man-hours)
      - OSHA Severity Rate for the last 3 years
        (Number of Lost Work Days x 200,000/Total Man-hours)

REQUIREMENTS

1.0 GENERAL REQUIREMENTS

1.1 The Supplier shall perform the following types of work in conjunction with this bid:

- Lime rock base
- Asphalt concrete surfaces
- Portland cement concrete pavement and driveway
- Sidewalk
- Concrete curb restoration
- Debris removal
- Removal of brick base or underlayment in regards to street restoration
- Flowable fill

1.2 All projects must be completed in accordance with the best commonly acceptable practices and the appropriate City, County and /or State road construction requirements.

1.3 The Supplier is responsible for providing all labor, materials, equipment and incidentals necessary to perform and complete assigned projects. The Supplier shall provide the use of competent, qualified personnel.

1.4 The Supplier will be responsible for the scheduling and the procurement of the necessary proctor and soil density tests as well as the replacement of necessary applicable highway markings as required.

1.5 Proctor and soil density tests that are the result of Supplier compaction error are the sole responsibility of the Supplier.

1.6 The concrete on sidewalks and driveways should withstand 3000psi or per the appropriate city, county and/or state road construction requirements.

1.7 It shall be the Supplier's responsibility to verify that the information provided on the equipment list is accurate and to advise OUC, before the proposal opening date, of conflicting requirements or omissions of information, which require clarification.

1.8 The Supplier must employ sufficient full-time employees to provide the services described herein.

2.0 RESPONSE TIME

All concrete and asphalt repair and restoration on a specific project must be started and completed within five (5) calendar days including weekends and holidays from date of notification by OUC.

Exceptions to this response time would be work that is considered a priority
This includes emergency work and Supplier must be capable of mobilization within a four (4) hour timeframe and MUST make continuous progress until final completion of work.

3.0 LEAVE BLANK INTENTIONALLY

4.0 REMOVAL/DISPOSAL OF TRASH/DEBRIS

4.1 The Supplier, without charge, shall clean the working areas each day of all trash and waste materials and shall maintain the site in a neat and orderly condition throughout the work period. The Supplier will be compensated for the rubble dump fee as per the Bid Proposal Pages.

4.2 The pricing to be submitted for the rubble dump fee should include all costs and fees associated with removing, transporting, and dumping rubble in a properly licensed, local, state, or federal dump site. Proof of receipt for disposal shall accompany invoicing.

5.0 WORK SCHEDULE

In general all work will need to be completed from 7:00 am to 4:00 pm Monday through Friday. Supplier must schedule and receive approval by the OUC project coordinator prior to beginning any work outside the normal working hours. Supplier must be willing to work weekend and holiday hours if deemed necessary by OUC personnel.

6.0 TERMINATION OF PERSONNEL

OUC does reserve the right to immediately remove from the site any person felt to be an immediate safety risk. A request of this nature will be handled by the OUC representative informing the Supplier's key personnel verbally or in writing.

6.1 If the Supplier persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply skillful workers or suitable materials or equipment or failure to adhere to response time).

6.2 If the Supplier disregards laws or regulations of any public body having jurisdiction.

6.3 If the Supplier disregards the authority of the OUC representative/inspector.

6.4 If any of these events occur, OUC has the right to terminate this contract with 7 days written notice to the Supplier.

7.0 TRAFFIC CONTROL

7.1 The Supplier shall provide all traffic control plans and secure permits as required by the governing agency. Work zone requiring traffic control will be in accordance with Manual on Uniform Traffic Control Devices and the State of Florida Utility Accommodation Guide. The Supplier will provide the necessary trained traffic control personnel as set forth in the Utility Accommodation Guide. An estimate shall be submitted for prior approval for any project designated by OUC needing requirements for Traffic Control.

7.2 The Supplier will be responsible for all traffic control devices such as barricades, lights, steel plates, and arrow boards. The use of such devices shall be considered incidental to the overall project and the cost for the use of such devices shall be included.

7.3 All traffic control devices must conform to the State of Florida DOT “Roadway & Traffic Design Standards” and the Manual on Uniform Traffic Control Devices”.

8.0 MATERIALS

All materials supplied by the Supplier must meet OUC requirements. The Supplier may substitute materials with prior OUC approval. OUC reserves the right to reject any substitutions submitted. Supplier will be responsible to coordinate and substitute material approvals with the appropriate city, county and/or state agency and must receive approval from same prior to supplying the material.

9.0 INSPECTION

9.1 Material quality and project workmanship will be to the satisfaction of OUC, as determined by the OUC Inspector or designated representative.

9.2 Private property shall be restored to both OUC's and the property owners' satisfaction.

10.0 PROJECT COMPLETION

10.1 OUC will provide all permits for this project, as applicable. The Supplier is responsible to perform as per the regulations associated with all permits provided.

10.2 The Supplier shall be responsible for contacting the proper authorities when work is to be scheduled and/or inspected.

10.3 The OUC Water Distribution unit will provide the Supplier with a copy of the Field Work Area Information Sheet.

10.4 No payment will be made until approval and applicable permit signatures by the appropriate governmental agencies (City, County, State, etc.), as well as the submitted quantities and measurements are verified by the appropriate OUC personnel.

10.5 There shall be no invoicing until job completion, including site clean-up.

10.6 Proctor and soil density test results will be provided to OUC no later than five (5) business days following completion of the test.

11.0 LICENSES / QUALITY ASSURANCE

11.1 The Supplier shall provide OUC copies of its current City of Orlando and Orange County Occupational Licenses and a valid General Contractor's License.

11.2 The Supplier shall be licensed as required by City, County, State and/or Federal government to perform the work requested by OUC.

11.3 The Supplier shall have been in the business of providing similar services for over three years, and offer technical services upon written request.

11.4 The Supplier shall submit to OUC, at least three job references where the Supplier has successfully performed similar services. Current contracts/ agreements may be submitted as references. The following information MUST be submitted with EACH reference:

- Company Name
- Contact Name
- Address
- Phone Number
- Fax Number
- Email Address

12.0 LEAVE BLANK INTENTIONALLY

13.0 SUPPLIER COMMUNICATIONS

13.1 Supplier shall provide OUC with a single contact person for all communications dealing with performance under the terms and conditions of the contract.

13.2 Supplier shall enable communications to be principally carried out by electronic e-mail; followed by phone confirmation. OUC will e-mail or fax a project description and its location. Throughout the duration of this contract, each project will be assigned in this manner. Any special instructions will also be given in the same manner.

The Supplier shall have a regular telephone number and a cellular phone number throughout the duration of this contract. Both phone numbers will be made available to OUC personnel at all times. The Supplier is also required to maintain a fax number and voice mail (or answering machine). It is required that the Supplier have an e-mail address available. Contact information for the subcontractor must also be made available to OUC personnel at all times.

13.3 Supplier, OUC or senior management shall participate in periodic review meetings to review performance issues and conduct property reviews as required.

Miscellaneous

A. Work will be done throughout OUC's territory. This is primarily within the City of Orlando, City of St. Cloud, and Orange County.

B. The Supplier shall be licensed as required by the City, County, State and/or Federal government to perform the work requested by OUC. The Supplier must be approved to perform FDOT road repairs.

C. All of the Supplier's vehicles must have the company logo clearly visible somewhere on its exterior body.

D. The Supplier shall assign a qualified and experienced single point of contact identified as key personnel to direct the field crew.

E. OUC reserves the right to employ a Third Party Inspector. The Third Party Inspector shall have the authority of OUC to ensure the Supplier's compliance with the requirements.

F. There is to be no communication between the Suppliers, his employees, subcontractors other representative with any local, state, or federal agencies, as well as the press or social media. All aforementioned communication will be conducted by an OUC designee. Failure to comply with this requirement can result in immediate cancellation of this contract.

G. If subcontractors are to be utilized in this project, their names and references must be included in the initial contract response. Responsibility for the performance of the contract remains with the main Supplier exclusively. Subcontracts may be added to this contract during the contract period with PRIOR WRITTEN PERMISSION from OUC only.

H. OUC reserves the right to contact references for recommendations prior to award.

I. While on OUC property or while conducting services on OUC's behalf, the Supplier must adhere to all applicable OSHA requirements and OUC safe work practices.

J. All Supplier employees must wear uniforms or other means to identify themselves as employees of the Supplier.

K. Any damage to facilities or equipment caused by the Supplier shall be repaired by the Supplier at their expense to a condition agreeable to OUC.

L. The Supplier shall grant OUC access to its premises and facilities as to enable OUC, or designee, to determine that the Supplier's equipment and materials are in good working order to ensure effective response to a hazardous waste spill related emergency

SECTION III
PROPOSAL SUBMITTAL FORMAT

Please click on Instruction to Proposers to assist you in preparing your proposal.

THE FOLLOWING DOCUMENTS CONSTITUTE YOUR SUBMITTAL:
Bidder shall print and complete all the data forms "checked" below and make them part of their submittal package (by clicking on the links provided below) together with any other required information.

All original forms shall have a wet signature and when required a notary stamp. They should be scanned and uploaded with your submittal. You will have to provide these signed original forms if your firm is recommended for award.	
Technical Response File	
[x]	**Signature Page on Page 2 of this document**
[x]	**Cover Page**
[x]	**Sworn Statement on Public Entity Crimes and Scrutinized Companies Under Florida Statutes, Section 287.133 (3) (a) and 287.135**
[ ]	**Bid Bond**
[ ]	**Payment And Performance Bond**
[x]	**Dispute Disclosure**
[x]	**Exceptions**
[x]	**Addenda**
[x]	**Supplier Information (pages 6-9)**
[x]	**Copy of Company's Business License**
[x]	**Copy of Insurance Certificate**
[x]	**W-9 Form**
[x]	**Subcontractors and Potential Cost Savings Alternative**
[x]	**References**
[x]	**Response to all requirements (pages 10-14)**
Cost File	
[x]	**Pricing Sheet (use MS Excel Sheet provided in VendorLink)**

Please use the links provided below to access some of OUC's Policies and procedures that the suppliers need to read and be aware of as suppliers make their decision to bid on this formal solicitation opportunity:

- Click on, **"**Contractor Security Policy**"**
- Click on, **"**Bid Protest Procedure**"**
- Click on, **"**Contractor Orientation for Stanton Energy Center**"**
- Click on , **"**Alcohol and Controlled Substance Abuse Policy**"**
- Click on , **"**Alcohol and Controlled Substance Testing Policy**"**
- Click on, "OUC Travel and Expense Guidelines"

THESE POLICIES AND ANY SUPPLEMENTAL POLICIES PROVIDED AT CONTRACTOR ORIENTATION ARE HEREBY FULLY INCORPORATED INTO THIS CONTRACT BY REFERENCE AND TO THE EXTENT APPLICABLE TO THE SUPPLIER IN THE PERFORMANCE OF THE WORK. SUPPLIER AND ITS SUBCONTRACTORS, SUPPLIERS, AGENTS, AND EMPLOYEES SHALL FULLY COMPLY WITH ALL SUCH POLICIES AS AMENDED FROM TIME TO TIME.

These Policies may be found on the OUC – Procurement Services department website among additional important information.

SECTION IV
PRICE SCHEDULE
(Use the MS Excel file provided for your submittal)

The unit pricing shall be firm for the initial three (3) year period of the contract.
Pricing may be renegotiated prior to renewing the Contract at the end of that initial period.

Pricing shall include all labor, material, equipment rental, consumables, tools, overhead and profit required to perform the projects as described herein.

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

4218 OQ Concrete and Aspault Services

LINE ITEM	DESCRIPTION	3 YEAR ESTIMATED QUANTITY	UNIT OF MEASURE	COST PER UNIT
Asphalt pavement per 1.5" layer				
1	10 sq. yds. or less	215	sq. yd.	
2	10.1 to 30 sq. yds.	210	sq. yd.	
3	Over 30 sq. yards	750	sq. yd.	
Ashpalt pavement per each add'l. 1/2" layer thickness				
4	10 sq. yds. or less	150	sq. yd.	
5	10.1 to 30 sq. yds.	200	sq. yd.	
6	Over 30 sq. yards	2500	sq. yd.	
Asphalt pavement 1" thickness (overlay)				
7	10 sq. yds. or less	15	sq. yd.	
8	10.1 to 30 sq. yds.	15	sq. yd.	
9	Over 30 sq. yards	15	sq. yd.	
FC-4 Asphalt Friction Course 1" thickness (overlay)				
10	10 sq. yds. or less	15	sq. yd.	
11	10.1 to 30 sq. yds.	15	sq. yd.	
12	Over 30 sq. yards	15	sq. yd.	
FC-2 Asphalt Friction Course 5/8" thickness (overlay)				
13	10 sq. yds. or less	15	sq. yd.	
14	10.1 to 30 sq. yds.	15	sq. yd.	
15	Over 30 sq. yards	15	sq. yd.	
4" Concrete (Sidewalk or Driveway)				
16	10 sq. yds. or less	15	sq. yd.	
17	10.1 to 20 sq. yds.	30	sq. yd.	
18	Over 20 sq. yards	30	sq. yd.	
6" Concrete (Sidewalk or Driveway)				
19	10 sq. yds. or less	15	sq. yd.	
20	10.1 to 20 sq. yds.	15	sq. yd.	
21	Over 20 sq. yards	60	sq. yd.	
8" Concrete (Sidewalk or Driveway)				
22	10 sq. yds. or less	15	sq. yd.	
23	10.1 to 20 sq. yds.	15	sq. yd.	
24	Over 20 sq. yards	15	sq. yd.	
6" x 16" Straight or Radius Upright Curb				
25	20 lin. ft. or less	25	lin. ft.	
26	Over 20 lin. ft.	15	lin. ft.	
2 ft. Curb & Gutter Section or Radius				
27	20 lin. ft. or less	30	lin. ft.	
28	Over 20 lin. ft.	15	lin. ft.	

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

4218 OQ Concrete and Aspault Services

Density Tests: Certified Testing Lab (when required by agency inspector)				
29	Soil Proctor Test	15	each	
30	Soil Density Test	15	each	
8" Concrete Roadway replacement (broom finished)				
31	10 sq. yds. or less	15	sq. yd.	
32	Over 10 sq. yds.	15	sq. yd.	
8" Concrete Road Base (unfinished)				
33	10 sq. yds. or less	15	sq. yd.	
34	Over 10 sq. yds.	200	sq. yd.	
Surface Prep. For Limerock				
35	10 sq. yds. or less	15	sq. yd.	
36	Over 10 sq. yds.	15	sq. yd.	
8" Limerock Road Base				
37	10 sq. yds. or less	15	sq. yd.	
38	Over 10 sq. yds.	15	sq. yd.	
Limerock Road Base per each add'l. 2" layer thickness				
39		15	sq. yd.	
Remove Asphalt and Dump				
41	10 sq. yds. or less	90	sq. yd.	
42	10.1 to 20 sq. yds.	80	sq. yd.	
43	20.1 to 40 sq. yds.	110	sq. yd.	
44	Over 40 sq. yds.	775	sq. yd.	
Remoce Concrete and Dump				
45	10 sq. yds. or less	15	sq. yd.	
46	10.1 to 30 sq. yds.	25	sq. yd.	
47	Over 30 sq. yards	40	sq. yd.	
Remove Limerock and Dump				
48	10 sq. yds. or less	15	sq. yd.	
49	10.1 to 20 sq. yds.	15	sq. yd.	
50	20.1 to 40 sq. yds.	15	sq. yd.	
51	Over 40 sq. yds.	195	sq. yd.	
Stripes & Lines - whie & yellow (to DOT Standards				
52	4" Solid	10	lin. ft.	
53	6" Solid	10	lin. ft.	
54	8" Solid	10	lin. ft.	
55	12" Solid	10	lin. ft.	
56	18" solid	10	lin. ft.	
57	24" Solid	10	lin. ft.	
58	6" Skip	20	lin. ft.	
59	Directional Arrow	5	each	
60	Message	5	each	
61	Reflective Marker	5	each	

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

4218 OQ Concrete and Aspault Services

Priority Work				
62	Jobs < $2,500		%	
63	Jobs to include and > $2,500		lump sum	
Remocal of Brick base or underlayment in regards to street restoration				
64	10 sq. yds. or less	90	sq. yd.	
65	10.1 to 20 sq. yds.	80	sq. yd.	
66	20.1 to 40 sq. yds.	110	sq. yd.	
67	Over 40 sq. yds.	775	sq. yd.	
Sod Restoration				
68	Sod - St Augustine	1000	sq. yd.	
69	Sod - Bahia	1000	sq. yd.	

Payment Discount Options

1%20 net 30

2%15, net 30

3% 10, net 30

None Offered

Others

INSTRUCTIONS TO PROPOSERS

As required by Florida's Public Records Law, information provided to OUC in the course of business will be made available for public inspection and copying unless a specific statutory exemption applies.

From the Date of Issue until a notice of recommended award, rejection of all submittals or other notice is made, **no unauthorized contact**, related to the solicitation will be allowed between a Proposer, their employees or Subcontractors and any OUC commissioner, officer, director, or staff, with the exception of the OUC Buyer of Record. Any unauthorized contact will disqualify the Proposer from further consideration.

CONFIDENTIALITY NOTICE TO PROPOSERS

By submitting a proposal to OUC, each Proposer acknowledges and understands that OUC is a public agency subject to Chapter 119 Florida Statutes ("Public Records law"). Any proposal document submitted by Proposer will become a public record until such time as OUC provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets and certain background financial information, among other items, may constitute exemptions to disclosure under the Public Records law.

Proposal Phase

Any Proposer wishing to assert its right to claim an exemption as to any portions of its Proposal to OUC must specifically identify the statutory exemption and do the following:

1. Submit any such portions of the Proposal in the proposal packet with only those portions considered Exemptions blacked out ("redacted").

2. Submit along with the redacted Proposal one copy of an un-redacted version of the same documents in either a sealed envelope marked as "Confidential –Trade Secret/ Proprietary Information", or in a separate electronic file with the word "Confidential" included in the file name.

Negotiation Phase

If a Proposer must provide any information during negotiations with OUC and Proposer wishes to assert its right to claim any such exemption, it must specifically identify the statutory exemption and do the following:

1. Submit any such materials with those portions considered a Confidential-Trade Secret/Proprietary Information blacked out ("redacted").

2. Submit along with the redacted materials one copy of an un-redacted version of the same materials in either a sealed envelope marked as "Confidential –Trade Secret/ Proprietary Information", or in a separate electronic file with the word "Confidential" included in the file name.

A.1 **GENERAL INFORMATION** Sealed Proposals will be received by the Orlando Utilities Commission through VendorLink or to the location noted on the Solicitation Package Form, herein referred to as "OUC," for goods, equipment, materials, and related services set forth in the included specifications and documents. The parties hereto agree that each of the following three sets of phrases shall each have the meaning hereto ascribed to it and each set may be used interchangeably:

A. "Bidder(s)", "Supplier(s)", and "Proposer(s)" shall mean the party, person, firm, company, corporation, partnership, joint venture or other type of entity responding to this solicitation.

B. "Solicitation" means , "Request for Proposal(s)", "RFP", "Request for Quote", "RFQ", "Invitation to Bid", "ITB" to which you are responding.

C. "Bid(s)", "Proposal(s)", or "Quote(s)" shall mean the documents formally submitted to OUC by each of the Proposers responding to this solicitation packet form.

Proposals submitted electronically will be opened publicly on stated solicitation due date at 2:30 p.m. Local Time at 100 West Anderson Street, Orlando, Florida. The only information, which will be read at the time of the opening, will be the name of the Proposer and if they have provided all the information required for each item on the response sheet. No other information is shared at this time, with the exception of solicitations for construction or repairs on public works projects in which the price submitted will be announced. Proposals not meeting the requirements may be rejected.

ALL PROPOSERS SHALL BE REGISTERED ON VENDORLINK SYSTEM IN ORDER TO SUBMIT AN ELECTRONIC PROPOSAL. INDIVIDUAL FILES CANNOT BE LARGER THAN 2GB.

SOLICITATION QUESTIONS

All questions concerning this solicitation must reference the Solicitation Package document page number, and section heading. Questions will be answered and posted to VendorLink website in the form of addenda to the solicitation.

ELECTRONIC SUBMITTAL OF THE PROPOSAL

Proposals shall be submitted electronically only by visiting VendorLink. Only files in .MS Word (.doc or .docx), Excel (.xls or .xlsx) & PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); .Compressed File (ZIP) only formats will be accepted. Printing shall be enabled on files submitted.

The cover page must clearly identify the Solicitation Number, Name and the Date of Submission and the Name of Proposer.

The solicitation Number and Name must be included on the footer of each page of the Solicitation Packet Form and all attached documents at time of submittal.

Number each page consecutively, including the Letter of Commitment, brochures, licenses, resumes, and any other related supplemental information.

Separate and identify each criterion response by use of a divider/separation page.

In the event of technical difficulties in submitting proposals, proposers should contact VendorLink technical support at support@evendorlink.com.

PROPOSAL FORMAT AND CONTENT

Proposers must follow the instructions outlined below and provide all information requested.

Submit two separate files. (***Technical Response File***) and (***Cost File***).

Technical Response File

This file should contain but, not limited to the following:

- Table of Content
- Introductory letter
- Name, title, address and telephone number of contact person during period of proposal evaluation.
- All fully executed compliance Forms, Supplier Information, and Certificate of Insurance.
- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Key Proposed Staffing and Project Organization for assignment to this contract/project. Proposed working relationship between Proposer and subcontractors, if applicable.
- Furnish brief resumes (not more than two [2] pages each) and Financial Information, if applicable.
- Signature and Title of a person authorized to bind Proposer to the terms of the proposal.

- Work Plan, Technical Proposal, Qualifications, Related Experience and References.
- Provide a general description of the firm's financial condition.
- Proposer's ability to complete the Scope of Work / Technical (if applicable).
- Specifications (if applicable).
- And any proposed alternative approaches to meeting OUC's contractual requirements, these should be thoroughly explained.

We recommend to be one file (editable PDF preferably). Not a scan copy.

Cost File

- Upload your cost file as a separate document: At a minimum break costs out per task/line item.

NOTE: ONE HARD COPY SET WITH WET SIGNATURES AND ORIGINAL COMPLIANCE FORMS WILL BE REQUIRED FROM THE AWARDED SUPPLIER, PRIOR TO CONTRACT EXECUTION.

SOLICITATION SELECTION SCHEDULE

OUC will adhere to the stated schedule during the solicitation process unless notice of change in schedule is issued to the Proposers. OUC reserves the right to postpone the date and time announced for opening of proposals. Such postponement may be made at any time prior to the time announced for the opening of proposals. OUC will give written notice of any such postponement by issuance of an addendum confirming the changing of the announced date and time for opening of proposals.

The following shall cause an automatic rejection of the proposal:

- Proposals delivered/submitted after the 2:00 p.m. due date
- Failure to submit a Bid Bond when required
- Failure to attend a mandatory pre-proposal meeting and/or any mandatory presentation
- "Failure to submit a signed Payment and Performance Bond Compliance Form when (a) a Payment and Performance Bond is required or (b) alternate payment and performance security permissible under Section 255.05, Florida Statutes is required

The following items may cause a rejection of the proposal:

Failure to submit copies of any of the signed & notarized forms:

- Statement on Public Entity Crimes form
- Dispute Disclosure
- Sworn Statement
- Addenda Form

For hard copy proposals the sealed envelope or other container containing the proposals shall be marked using the provided label on page 4 of the solicitation document. Sealed proposals, which are sent through the mail or other such delivery service, shall be sent in such a manner as to allow the opening of the "Mailing Container" and still have intact in another envelope the proposal. The Mailing Container shall contain the words: **"PROPOSAL ENCLOSED".**

OUC expects proposals that address all of the information requested in the solicitation and subsequent clarifications and reflects the capabilities of the Proposer. For hard copy proposals the documents may be stapled, spiral bound or secured within a three-ring loose-leaf binder.

If supplemental information is required, it shall be submitted in accordance with Article A.3.1. Any variations shall be listed in accordance with the instructions given in Article A.3.1 and on the Exceptions form.

A.2 **PROPOSAL DOCUMENTS** Prospective Proposers who intend to make a proposal to OUC will be provided without charge one set of the specifications and documents for preparation of proposals. Addenda documents will be issued only to prospective Proposers.

A.3 **PROPOSALS** Proposals shall be prepared in accordance with the requirements of these Instructions to Proposers. Proposals, which are not prepared in accordance with such instructions, will imply that the Proposer does not intend to comply with all of the proposed contract conditions and such proposals will be considered irregular and may be rejected.

A.3.1 **Preparation** Each proposal shall be submitted completely using the proposal and proposal data forms. Entries on the proposal and proposal data forms shall be printed, typed, or legibly written.

If the Proposer submits an alternate proposal, they shall clearly identify the proposal as an " Alternate Proposal". Alternate proposals may be considered a blanket exception to the solicitation and rejected, at the discretion of OUC.

A.3.2 **Signatures** An authorized representative of each Proposer shall sign the proposal and shall give their full name and title and the Proposer's business name and address. The Proposer's name stated on the proposal

shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature. Compliance forms must be signed in accordance with Section A.4 below.

A.3.3 **Submittal** Proposals shall be submitted in accordance with the instructions and schedule included in the solicitation transmitting these specifications and documents to the Proposer.

A.3.4 **Withdrawal** Proposers will have access to their submittals which may be withdrawn, altered, and resubmitted through VendorLink at any time before the time set for the receipt of the proposals. Proposals may not be withdrawn, altered, or resubmitted, after the time set for receipt of proposals. OUC may request clarifications and additional information after proposal submission. Hard copy proposals may be withdrawn during that same period.

A.4 COMPLIANCE FORMS

A.4.1 **Public Entity Crimes** Each Proposer shall submit copies of an executed and notarized copy of the Sworn Statement Under Section 287.133 (3)(a) and 287.135, Florida Statutes, on Public Entity Crimes and Scrutinized Companies, a copy of which is included in the Compliance Forms section.

A.4.2 **Proposal Forms** Each Proposer shall submit copies of an executed copy of each of the required forms found under Section III, Proposal Submittal Format of the solicitation packet form.

Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of a general partner or other authorized representative. If signed by someone other than a general partner, proof of the authority of the authorized representative shall be submitted therewith in a form satisfactory to OUC, i.e., Corporate Resolutions that grant authority, to bind the corporation.

Proposals by a corporation shall be signed using the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person(s) authorized to bind the corporation.

A proposal by a person who affixes to their signature the word "president," "secretary," "agent," or other designation, without disclosing their principal, may be rejected. Satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Proposing corporations shall designate the state in which they are incorporated, the address of their principal office, and the names and addresses of all resident agents authorized to receive service of process on behalf of the corporation.

A.5 **PROPOSAL PREPARATION** This solicitation does not commit OUC to pay any costs incurred in the preparation and submission of the proposal or to pay any other costs incurred prior to award.

A.6 **LOCAL CONDITIONS** Each Proposer shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution, and completion of the requested work. If required, site visits will be held the day of the Pre-Proposal Conference unless otherwise arranged.

All such factors shall be properly investigated and considered in the preparation of every Proposal submitted. No claims for financial adjustment to any contract awarded will be permitted by OUC, based on the lack of prior information or its effect on the cost of the work.

A.7 **COMPLETENESS OF PROPOSAL**

A.7.1 Proposers shall quote on all items under Price Schedule. Failure to do so may result in the proposal being rejected as not responsive.

A.7.2 When quotations on certain items are optional, Proposers shall insert the words “no proposal” in the space provided for any item for which no quotation is made.

A.7.3 The Proposal must be signed as required in this solicitation.

A.8 **ALTERATIONS OF PROPOSAL** Except as otherwise provided herein, proposals which contain erasures or interlineations not authenticated as provided herein, or any other modifications of the Proposal may be rejected. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten initials of each person executing the Proposal.

A.9 **EXCEPTIONS** OUC is seeking proposals that meet all technical and commercial requirements as outlined in this solicitation. In the event a Proposer takes exceptions to any solicitation requirement or condition, the exception must be specifically stated on the “Exception” form provided within the solicitation document and only those exceptions written on the form at the time the Proposal is submitted will be considered. Proposer acknowledges that any exceptions taken to the solicitation criteria (including submitting an alternate proposal) may result in OUC determining the Proposal to be nonresponsive.

A.10 **CLARIFICATIONS** If any prospective Proposer has doubt as to the true meaning of any part of the solicitation, they may submit a written request **(verbal requests will not be accepted**) for clarifications through VendorLink using the Solicitation Questions template. All questions concerning this solicitation must reference the Solicitation Package Form document page number, and section heading. The person submitting the request will be responsible for its prompt submittal in accordance with the instructions below.

Any clarification of the solicitation will be via an OUC issued addendum. Verbal responses will not be provided and are not binding on OUC.

Failure of the Proposer to request information or make inquiries will not relieve the Proposer from any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications of the Proposal documents.

Once clarified and/or answered, an Addendum will be issued to all Proposers.

A.11 **ACCEPTANCE AND REJECTION OF PROPOSALS** OUC reserves the right to accept the Proposal which, in its judgment, is the most responsive and responsible Proposal and to reject any and all proposals; as well as waive irregularities and formalities in any proposal that is submitted.

Without limiting the generality of the foregoing, OUC may reject any proposals which are incomplete or irregular; any Proposals which omit any one or more items for which the solicitation requires, any Proposals which omit unit prices if unit prices are required, any Proposals from Proposers who have previously failed to satisfactorily complete contractual obligations.

A.12 **SUPPLIER DIVERSITY** OUC has adopted a policy to encourage broad-based participation in all contracts with OUC. Any Proposer submitting a proposal for a contract with OUC shall comply with this policy or may be declared a non-responsive Proposer. A copy of the policy can be found clicking on this link.

A.12.1 Parties seeking to utilize certified M/WBE's are encouraged to contact the Diversity Coordinator at supplierdiversity@ouc.com as a resource.

A.13 **PROPOSAL PRICE SCHEDULE** All pricing shall be firm unless stated otherwise in the solicitation packet form.

A.14 **EVALUATION OF PROPOSALS** OUC will evaluate the Proposals based on the information provided by each of the Proposers. OUC's review may include, but not be limited to the following categories: Qualifications and Experience, Responsiveness to Submittal Requirements, Safety and Quality Programs, Financial Soundness of Firm, and Price.

OUC reserves the right to negotiate with all or some of the Proposer(s) having the most responsive and responsible Proposal(s) in the best interest of the Commission. This negotiated process may occur prior to Commission approval. Each Proposer acknowledges that OUC will evaluate all Proposals and then may initiate clarification discussions or seek additional information from all or some of the Proposer(s) in order to fully understand any unclear elements of their proposals. Following clarification OUC may then initiate negotiations with the Proposer considered to be the most responsive and responsible. If no agreement is reached with the highest ranked Proposer, OUC may reject all Proposals or continue negotiations with each subsequent Proposer in the ranking until an acceptable deal is reached. A final contract award may be contingent upon OUC Commission and legal approval.

Selected personnel from OUC will evaluate all properly prepared and submitted Proposals and may make a recommendation for award based on the ranking of proposals.

OUC reserves the right to consider historic information and facts, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.

OUC may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, Subcontractors, and other persons and organizations to perform and furnish the work in accordance with the Proposal documents to the Commission's satisfaction within the prescribed time.

The Proposer is solely responsible to submit information related to the evaluation categories. OUC is under no obligation to solicit such information if it is not included with the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposal

A.15 CANCELLATION Prior to the final execution of a Contract or full Notice to Proceed, OUC reserves the right to rescind said award without prior notice to Proposers, and reject all Proposals and reissue or re-award.

A.16 FREIGHT All freight shall be coordinated with OUC's Contractor for shipping unless it is determined by OUC that the Supplier can obtain freight/shipping rates or methods that are more advantageous to OUC. The alternate shipping proposal shall be based upon delivery to OUC Free On Board (FOB) carrier at the designated OUC facility or location, and must include the carrier name, insurance coverages, and firm price freight cost estimate. Any alternate proposal must be included in the bid response to this solicitation. OUC may in its sole discretion accept or reject the proposed alternate shipping arrangement. OUC's freight/shipping supplier is Nexterus and their contact number is 1-888-867-5952, Monday through Friday, between the hours of 8:00 a.m. to 7:00 p.m.

(EST). Email address for the customer service group is dcs@nexterus.com. After hours/emergencies number is (866) 782-8902.

A.17 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

If you would like to allow other government agencies to use this Proposal, the resulting contract must be provided on the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these terms and conditions, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

A.18 BID BOND (IF APPLICABLE) Proposer may be required to submit either a certified check or cashier's check drawn on an acceptable bank or an acceptable bidder's bond executed by the bidder and a surety company authorized to do business in the State of Florida. The value of the bid bond shall be five percent (5%) of the proposal price schedule. When submitting an electronic proposal through VendorLink, please provide a copy with the check and express mail the original check to the delivery location provided on the first page of the Solicitation Packet Form.

The bid bond guarantee shall be made payable without condition to OUC. The amount of the check or bond may be retained by and forfeited to OUC as liquidated damages if the proposal result in a contract award and the bidder fails to honor the accepted terms.

The bid bond of the bidder to whom the contract is awarded will be returned when said proposer executes the contract and files a satisfactory payment and/or performance bond, if required. The bid bond of the second lowest responsible proposer may be retained for a period not to exceed thirty (30) days pending the execution of the contract by the successful bidder. The bid bond of each unsuccessful proposer will be returned upon request after award of contract or when the Proposal is rejected.

A.19 PERFORMANCE AND PAYMENT BOND (IF APPLICABLE) The Proposer awarded the Contract may be required to furnish a Performance Bond and a Payment Bond as per Florida Statutes; Section 255.05 to OUC equal to 100 percent of the contract price. The cost of such bonds shall be stated as a separate line item in the proposal.

The bond shall be signed by a surety company authorized to do business in the State of Florida and acceptable as surety to OUC. The Performance Bond and

Payment Bond shall be dated as the actual date of their execution, and with the bonds shall be filed certified copies of the power of attorney of such attorney-in-fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. In any event, any such bonds submitted by a surety or its agent shall be conclusively presumed to have been authorized by and binding upon the surety company irrespective of the date shown on the power of attorney.

If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, whichever shall last occur. Upon recording of the performance and payment bond (if applicable) proposer shall provide OUC three (3) copies.

Proposers are advised that OUC will furnish a copy of the bond provided by the successful proposer to any lienor demanding it under the provisions of Florida Statute 713.23. (2015).

A.20 EXECUTION OF CONTRACT The successful Proposer shall execute the necessary contractual forms, and return the executed forms within ten (10) days of receipt of forms for execution.

A.21 AWARD OUC reserves the right to award a single or multiple contracts for all proposal items, or to award separate contracts for single proposal items or any combination of such items; or to make no contract award.

OUC shall be the sole judge of its own best interests, the proposals, and the resulting contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to OUC. The Commission's decision shall be final and OUC's rights include the ability to:

1. Reject any or all proposals or parts thereof
2. Issue subsequent solicitations
3. Cancel the entire solicitation
4. Remedy technical errors on the solicitation
5. Negotiate with any, all or none of the Proposers
6. Award a contract to one or more Proposers or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in proposals

A.22 TAXES, PERMITS, AND LICENSES The Proposer's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Proposer's responsibility to determine the applicable taxes, permits, and licenses. If the Proposer has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

A.23 ERRORS AND OMISSIONS Proposers or their authorized representatives are expected to be fully informed as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the Proposer's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Proposers. In case of error of extension of prices in the proposal, the unit price shall govern.

A.24 PUBLIC RECORDS NOTICE

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED BELOW.

Supplier acknowledges that OUC is subject to Chapter 119, Florida Statutes ("Public Records Law") and that any record (regardless of form or format) created to memorialize OUC business or used to make OUC business decisions is considered a public record, unless exempted or deemed confidential by law or the Florida Constitution ("OUC Business Records"). Any OUC Business record provided to or generated by Supplier coincident with performing Services under this Contract (Agreement) must be kept and maintained in accordance with the Public Records Law. Any such OUC Business Records held by Supplier must also be made available to the public for inspection or copying, within a reasonable time if requested under the Public Records Law. Further, upon request of OUC's records custodian, Supplier shall provide OUC a copy of the requested OUC Business Records or allow such records to be inspected or copied, within a reasonable time, at a cost that does not exceed the rate provided in the Public Records Law.

Supplier shall ensure that OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Supplier does not transfer the records to OUC. Upon completion of the [Contract][Agreement], Supplier may transfer, at no cost to OUC, all OUC Business Records in possession of Supplier or keep and maintain OUC Business Records required by OUC to perform the services or work.

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GC 1.0 ENTIRE CONTRACT.

These General Terms and Conditions and the Contract for which they are being provided (including attachments thereto) (the "Contract") constitute the entire Contract between OUC and the Party providing goods, materials or services under the Contract (the "Supplier")

GC 2.0 SCOPE.

Supplier shall provide those services and related materials and equipment set forth in the Specifications of the Bid Package (the "Services") on or before the agreed dates (if applicable) scheduled for the performance of the Services.

GC 3.0 INSPECTION, ACCEPTANCE OR REJECTION OF GOODS AND SERVICES

All goods and services shall be subject to OUC's inspection at any time. OUC may accept or reject any or all goods and services within a reasonable time after receipt by OUC. The making or failure to make any inspection of, or payment for or acceptance of the goods and services shall in no way impair OUC's right to reject or revoke its acceptance of nonconforming goods and services, or to avail itself of any other remedies to which OUC may be entitled, not withstanding OUC's knowledge of the nonconformity, its substantiality or ease of discovery.

GC 4.0 TITLE TO EQUIPMENT.

Title, free of any and all liens and encumbrances, and risk of loss or damage to materials and equipment provided by Supplier as part of the Services shall pass to OUC upon installation at the OUC designated facility at which the Services are to be performed (the "Facility").

GC 5.0 SITE ACCESS CONDITIONS.

OUC shall provide Supplier access to the Facility as necessary to perform the Services. Access shall be subject to Supplier's obligation to comply with the following conditions:

5.1 Supplier shall confine its activities to only those portions of the Facility necessary for performance of the Services.

5.2 Supplier shall take all safety measures reasonably necessary to protect OUC, its permitees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Supplier shall follow any and all safety and security procedures established by OUC for the Facility. In the event of a security emergency, OUC may deny Supplier access to a Facility or request that Supplier leave the Facility.

5.3 Supplier's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by OUC.

5.4 No work or activity performed as part of the Services shall cause OUC to be in

violation of any requirement of law nor shall Supplier or any agent, employee or representative violate any federal, state or local laws while performing Services.

GC 6.0 DRUG FREE WORKPLACE.

The Supplier's and subcontractor's personnel who perform the work in connection with this Contract shall conform to the Orlando Utilities Commission (OUC) Alcohol and Controlled Substance Abuse Policy. This policy may be found on the Orlando Utilities Commission's website, www.ouc.com under "Supplier Information".

GC 7.0 PROTECTION OF PROPERTY AND PUBLIC LIABILITY.

The Supplier shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of OUC, and employees of other Suppliers or Subcontractors, and all public and private property including structures, sewers, and utilities, above and below ground.

GC 8.0 INSURANCE.

Except as otherwise specified in this Contract, the Supplier and his subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to OUC. It shall be the responsibility of the Supplier to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the Supplier to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

The requirements specified herein as to types, limits, and OUC's approval of insurance coverage to be maintained by the Supplier and his subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier and his subcontractors under this Contract.

Any insurance carried by OUC that may be applicable shall be deemed to be excess insurance and the Supplier's insurance primary for all purposes despite any conflicting provision in the Supplier's policies to the contrary.

8.1 Certificates of Insurance.

At the time of execution of this Contract and each subcontract, but in any event prior to commencing work at the jobsite, and as a condition precedent to the Supplier's and his subcontractors' initiation of performance, the Supplier and his subcontractors shall furnish OUC with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any Supplier issuing an insurance policy for the work under this Contract shall provide not less than 30 days advance notice in writing to OUC prior to cancellation, termination, or material change of any policy of insurance. In addition, the Supplier shall immediately provide written notice to OUC upon receipt of notice of

cancellation of an insurance policy or a decision to terminate or alter an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for Supplier- and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to OUC, at the addresses listed in the Contract.

8.2 Additional Insureds.

All insurance coverages furnished under this Contract except Workers' Compensation, Employers' Liability and Professional liability shall include OUC, and their partners, commissioners, directors, officers, agents, and employees as additional insureds with respect to the activities of the Supplier and his subcontractors.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or additional insured as though a separate policy had been issued to each.

OUC shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

8.3 Waiver of Subrogation.

The Supplier and his subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against OUC, their partners, commissioners, directors, officers, agents, and employees and against other Suppliers and subcontractors.

8.4 Workers' Compensation and Employer’s Liability.

This insurance shall protect the Supplier against all claims under applicable state workmen's compensation laws. The Supplier shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement.

Exemption certificates shall be accepted if valid during the term of the Contract, but only for those eligible corporate officers pursuant to Chapter 440, Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption.

The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's liability	$1,000,000 each occurrence

8.5 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the Supplier and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily injury and property damage	$1,000,000 limit each occurrence

8.6 Commercial General Liability.

This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Supplier and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of OUC or others arising out of any act or omission of the Supplier or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Supplier under the article entitled INDEMNIFICATION, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). OUC may allow in its sole discretion, a combination of General Liability coverage and Umbrella coverage to satisfy required liability limits

If the Supplier's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

The liability limits shall not be less than:

Bodily injury and property damage	$2,000,000 limit each occurrence

GC 9.0 WARRANTY .

The Supplier warrants that all the serv ices furnished hereunder s hall be produced and furnished in c ompliance with all applicable federal state and local laws, orders and regulations. OUC shall have the benefit of all warranties implied at law, and all express warranties made by the Supplier. Unless others specified her ein, the Supplier shall obtain all permits necessar y for performance under this Contract. Supplier warrants that the Services performed hereunder will reflect competent professional knowledge and judgment.

GC 10.0 PAYMENT OF INVOICES.

Payment of each Supplier invoic e by OUC shall be m ade within thirty (30) Days after the date of receipt of Supplier's in voice and verification of complianc e of the Services with the terms of the Specificat ions of the Bid Pack age. OUC reserves the right to withhold payment for any non-conforming Services provided by Supplier.

GC 11.0 INDEMNIFICATION.

Supplier shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its c ommissioners, officers, directors, and employees fro m and against all claims, damages, losses, and ex penses, (including but not limited to fees and charges of attorne ys or other professionals a nd court and arbitration or other dispute resolution costs) arising out of or resulti ng from (i) all third party claims for labor and materials furnishe d under the Spec ifications of the Bid Package for whic h OUC may become liable for pay ment under the laws of the state, (ii) the performance of Services by Supp lier or any person or organization directly or indirectly employed by the Supplier to furnish any o f the Servi ces or anyone for whose acts any of them may be liable, (iii) breach of the terms of the Contract by Supplier or any person or organi zation directly or indirectly employed by the Supplier to perform any of the Servic es, (iv) vi olations of applicable law by Supplier or any person or organization di rectly or indirectly employed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable, (v) injury or disease or death of third parties (including OUC employees and agents and those of Supplier), or damage to property caused by the negligence, strict liability or willful mi sconduct of the Supplie r or any person or organization directly or indirectly empl oyed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable. Notwithstanding anything in this Section to the contrary, the liab ility of Supplier under this Section for the indemnification of OUC, its co mmissioners, officers, directors and employees shall not exceed the greater of (i) the pri ce paid by OUC under the Contract for the Services or (ii) Two (2) Million Dollars.

GC 12.0 TERMINATION FOR DEFAULT.

If the work to be done under this Contract is abandoned by the Supp lier; or if this Contract is assigned by him wit hout the wr itten consent of t he OUC; or if the Supplier is adjudged bankrupt; or if a general assignment of his as sets is made for

the benefit of his creditors; or if a receiver is appointed for the Supplier or any of his property; or if he fails to properly manage the work; or if he persistently refuses or fails to supply enough properly skilled workmen or proper material; or if he fails to make prompt payment to Subcontractors for material or labor; if the performance of the work under this Contract is being unnecessarily delayed; the Supplier is violating any of the conditions of this Contract; he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then OUC may serve written notice upon the Supplier of said OUC's intention to terminate this Contract. Unless within 10 business days after the serving of such notice an arrangement satisfactory to OUC is made for continuance of this Contract. OUC may, at its option, terminate this Contract. OUC may further pursue any rights or remedies to which it may be entitled at law or in equity.

If, after termination pursuant to this article, it is determined for any reason that the Supplier was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article GC.13, TERMINATION FOR OUC'S CONVENIENCE.

GC 13.0 TERMINATION FOR OUC'S CONVENIENCE.

OUC shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Contract for its convenience. OUC shall pay Supplier for any Services performed under the Specifications of the Bid Package prior to the termination date.

GC 14.0 LAWS AND REGULATIONS.

The Supplier shall observe and comply with all ordinances, laws, codes and regulations, and shall protect and indemnify OUC and OUC's commissioners, officers and agents against any claim or liability arising from or based on any violation of the same. Supplier shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services.

GC 15.0 TAXES AND PERMITS.

The Supplier shall pay all sales, use, and other taxes that are lawfully assessed against OUC or Supplier in connection with the work included in this Contract and shall obtain and pay for all licenses and inspections required for the work.

GC 16.0 INDEPENDENT CONTRACTOR.

The relation of the Supplier to OUC shall be that of an independent Contractor.

GC 17.0 HAZARDOUS MATERIALS.

Any Hazardous Material associated with this Contract shall be used, kept, stored and disposed of by Supplier in a manner that complies with all federal, state and local laws or regulations applicable to any Hazardous Material.

GC 18.0 REGULATORY COMPLIANCE.

Supplier warrants that it shall comply, when applicable, with all federal, state and local laws and regulations including but not limited to the following:

(a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. §9601, et seq. (hereinafter collectively "CERCLA");

(b) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 ("RCRA") and subsequent Hazardous and Solid Waste Amendments of 1984, also known as the 1984 "RCRA" amendments, 42 U.S.C. §6901 et seq.;

(c) Toxic Substance Control Act, as amended, 15 U.S.C. §2601 et seq.;

(d) Hazardous Material Transportation Act, 49 U.S.C. §1801, et seq.;

Any other federal, state or local law, regulation, ordinance or order pertaining to the environment not included above.

GC 19.0 PROJECTS REQUIRING NOTIFICATION OF ENVIRONMENTAL DEPARTMENT.

If Supplier determines that it will become necessary as part of the Service s to excavate soils or pump groundwater or storm water and such activities were not contemplated under the Specifications of the Bid Package as awarded, Supplier may not proceed with that portion of the Services until notice has been provided to OUC and OUC's approval to proceed has been granted.

GC 20.0 WAIVERS

The failure of either Party to enforce at any time any of the provisions of the Contract or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Contract, or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

GC 21.0 NO THIRD PARTY BENEFICIARIES.

The provisions of the Contract are only for the benefit of the Parties hereto and not for any other legal entity or person.

GC 22.0 SEVERABILITY.

Should any of the provisions of the Contract, or parts thereof, be held invalid, such provisions, or parts thereof, shall be considered severable and such invalidity shall not affect the remainder of the Contract.

GC 23.0 ASSIGNMENT AND SUBLETTING OF CONTRACT.

The Supplier shall not assign or sublet the work, or any part thereof, without the previous written consent of OUC, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like consent of OUC to be signified in like manner.

GC 24.0 FINAL PAYMENT/WAIVER.

The acceptance by the Supplier of the last payment from OUC under the Contract shall be a release to OUC and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work performed under the Specifications of the Bid Package, or for any act or neglect of OUC or of any person relating to or affecting the work performed under that Contract.

GC 25.0 CLAIMS FOR LABOR.

The Supplier shall indemnify and save harmless OUC from all claims for labor and materials furnished under this Contract. When requested by OUC, the Supplier shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Contract, for which OUC may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Supplier which in addition to any other sums that may be retained will be sufficient, in the opinion of OUC, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

Before final acceptance of the work by OUC, the Supplier shall submit to OUC in duplicate a notarized affidavit stating that all Subcontractors, vendors, persons or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. A statement from the Surety shall also be submitted consenting to the making of the final payment (when a Performance Bond is provided).

GC 26.0 BINDING EFFECT.

All of the provisions of the Contract shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and assignees of OUC and Supplier.

GC 27.0 TIME IS OF THE ESSENCE.

Time is hereby declared of the essence in the performance of each and every provision of the Contract.

GC 28.0 RIGHT TO INSPECT/AUDIT DOCUMENTS.

During the term of this Contract and for a period of three years following its termination, OUC shall have the right, at reasonable times and upon reasonable notice, to audit and inspect, any and all of the records having a bearing upon matters dealing with the Contract. Supplier shall grant representatives of OUC full access to these records to the extent necessary to adequately permit evaluation and verification of compliance with the terms and conditions of this Contract specifically including cost and allocations.

GC 29.0 GOVERNING LAWS.

The validity, construction, and performanc e of the Contract, shall be gov erned exclusively by the laws of the State of Florida. Venue sh all be any c ourt of competent jurisdiction located in Orange C ounty, Florida. The Parties agree that in no event shall the Uniform Law on the Formation of Contracts for the Sale of Goods, based upon the United Nations Convention on Contracts for the International Sale of Goods (CISG) be applicable to this Contract.

GC 30.0 FORCE MAJEURE.

30.1 Supplier Force Majeure Delay.

Supplier will not be liable for failure to perform any obligation or delay in performance of Work resulting from any cause bey ond the reasonable control of Supplier, or from any act of God; act of civil or military authority; act of war whether declar ed or undeclared; act (including delay, failure t o act, or priority) of any governmental aut hority (federal, state or local); civil disturbance; insurrection or riot; sabotage; fire; inclement weather conditions; earthquake; or flood. Notwithstanding the above, Supplier shall not be excused from performance of any service under this Article GC. 30 for any cause resulting from the neg ligence of Supplier or failure to properly assess the availability of labor ers, skilled trades or other workers or the timing of its service.

30.2 Extension of Services Schedule.

In the event of a delay or interrupt ion in performance of service excusable under this Article GC. 30, the time of performance of such service b y Supplier will be extended by a period of time the Parties agree is reasonably necessary to overcome the ef fects of the delay. An extension of time shall be the sole and exclusive remedy for any damages due t o delay, including but not limited to loss of profits, loss of use, equipment rental or overhead expenses.

30.3 OUC Termination for Excessive Delay.

If due to the conditions specified abov e Section 30.1 the Supplier's service is delayed for a period of more than ninety (90) Days, OUC may terminate the Contract and shall hav e no further liability to Supplier except for payment for services completed in acco rdance with the Contract up to the termination date.

GC 31.0 DISPUTE PROCESS.

31.1 General.

31.1.1 The procedures specified herei n shall be the sole and exc lusive procedures for the resolut ion of disputes between the Parties arising out of or relating to th is Contract. The Parties will participate in good faith in the procedures specified in this Section.

31.1.2. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

31.1.2 In the event of any dispute under this Contract which cannot be readily resolved, it shall be referred to the appropriate executives of the respective Parties to this Contract (hereinafter "Party" or "Parties") for negotiation and resolution as described below.

31.1.3 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days' written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

31.2 Disputes.

31.2.1 Disputes, as defined herein and under the Contract, include disagreements, claims, counterclaims, matters in question, and differences of opinion between OUC and Supplier, regarding the Work and modifications or changes to the Work. Disputes may involve interpretation of Contract Documents, acceptability of the Work, costs and/or time for performance.

31.2.2 Disputes may also involve other subjects mutually agreed by OUC and Supplier.

31.3 Payment Disputes.

31.3.1 If a dispute arises between the Supplier and OUC, the dispute shall be submitted to an appropriate panel assembled by the Manager of Purchasing no later than forty-five (45) days after receipt of the disputed payment. OUC shall render a final decision on the disputed payment within sixty (60) days after receipt of the invoice.

31.3.2 If the dispute is decided in favor of OUC, interest shall begin to accrue fifteen (15) days after the decision is announced.

31.3.3 If the dispute is decided in favor of Supplier, interest shall accrue as of the original date the payment became due.

31.3.4 The panel's final decision can be taken as a Contract dispute through the process outlined below.

31.4 Step Negotiations.

31.4.1 Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one step above the project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided hereinafter.

31.4.2 All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

31.5 Mediation.

31.5.1 If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate a mediation proceeding by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business

Dispute or other mutually agreed upon procedures, with the following exceptions:

31.5.1.1 If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

31.5.1.2 Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.

31.5.2 The Parties regard the aforesaid obligation to mediate as an essential provision of this Contract and one that is legally binding on them. In case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

31.6 Litigation.

31.6.1 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

31.6.1.1 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

31.6.1.2 Claims, counterclaim, disputes, and other matters in question between OUC and Supplier that are not resolved will be decided in the Ninth Judicial Circuit, in and for Orange County, Florida, which shall have exclusive jurisdiction and venue over all matters in question between OUC and Supplier.

GC 32.0 OUC'S EQUIPMENT.

Supplier assumes sole liability and responsibility for all injuries, claims, damages, losses or expenses which arise out of or result from the use of any OUC tools, vehicles, or other equipment whether borrowed or leased, to perform any work or service under this Contract. Supplier acknowledges that any OUC equipment made available for use by Supplier, Subcontractor, employee or agent is provided "as is" and utilized by Supplier at its own risk. Supplier agrees to fully indemnify OUC, its commissioners, officers, officials, employees, and agents for personal injury including death and/or property damage which results from or arises from the use of OUC equipment while under Supplier's custody and control and to immediately repair or replace borrowed equipment which is damaged or lost.

GC 33.0 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER.

It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that OUC shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by OUC. Supplier/Contractor agrees to rent/sell/lease all goods and to provide services to OUC on a first priority basis.

OUC expects to pay contractual prices for all products or services required during an emergency situation. Supplier/Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

GC 34.0 INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADE SECRETS

Supplier warrants that it holds all right, title and interest to, or has sufficient license rights in, any patents, copyrights, trade secrets or other proprietary right necessary to perform the Services and produce the Work Products and any licensing fees or royalties required to allow OUC to utilize the Services and Work Products are included as part of the Contract Price for each Work Order. Supplier further warrants that OUC's (including its contractors and agents) use of the Services and Work Products shall not infringe upon the patents, copyright, trade secrets or other intellectual property of third parties. Supplier will, at its own expense, defend or at its option settle any suit or proceeding brought against OUC so far as based on an allegation that any Services or Work Products (or any part thereof), or use thereof for its intended purpose, constitutes an infringement of any patent, copyright, trade secret or other proprietary right of a third party. Supplier will pay the damages and costs awarded in any suit or proceeding so defended. In case any suit or proceeding so defended is held to constitute infringement or its use by OUC is enjoined, Supplier will, at its option and its own expense, either: (a) procure for OUC the right to continue using said Services or Work Products; (b) replace them with substantially equivalent non-infringing Services or Work Products; or (c) modify them so they become non-infringing.

GC 35.0 PUBLIC RECORDS NOTICE

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED BELOW.

Supplier acknowledges that OUC is subject to Chapter 119, Florida Statutes ("Public Records Law") and that any record (regardless of form or format) created to memorialize OUC business or used to make OUC business decisions is considered a public record, unless exempted or deemed confidential by law or the Florida Constitution ("OUC Business Records"). Any OUC Business record provided to or generated by Supplier coincident with performing Services under this Contract (Agreement) must be kept and maintained in accordance with the Public Records Law. Any such OUC Business Records held by Supplier must also be made available to the public for inspection or copying, within a reasonable time if requested under the Public Records Law. Further, upon request of OUC's records custodian, Supplier shall provide OUC a copy of the requested OUC Business Records or allow such records to be inspected or copied, within a reasonable time, at a cost that does not exceed the rate provided in the Public Records Law.

Supplier shall ensure that OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the

Supplier does not transfer the records to OUC. Upon completion of the [Contract][Agreement], Supplier may transfer, at no cost to OUC, all OUC Business Records in possession of Supplier or keep and maintain OUC Business Records required by OUC to perform the services or work.

If Supplier receives a public records request for any OUC Business Records, Supplier shall notify OUC's Records Custodian in writing by email or US Mail at the following email address and provide OUC a copy of the request:

Custodian of Records
c/o Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Email: recordscustodian@ouc.com
Telephone: (407) 434-2160

Supplier shall provide any OUC Business Records responsive to the public records request to OUC along with the above notice. Supplier shall respond to the requestor within one working day from the date of receiving the public records request that all requests for such information should be provided to the OUC Records Custodian at the above address and email. Supplier shall keep all OUC Business Records stored in separate files (both hard copy and electronic) to minimizes the chances of exposing Supplier files to a public records dispute.

Supplier shall routinely demonstrate that any electronic OUC public records can be transferred to OUC in a format that is compatible with OUC and industry standards (e.g. ASCII Text, Adobe PDF, XML, EDIF, CSV, etc.). Encryption of files and data must be accompanied with the appropriate mechanisms to transfer the data successfully (e.g. passwords, cipher, PGP, and SSL keys). Upon request from a member of the public, from OUC, or at the termination of services, Supplier shall provide any or all records in the OUC supported format.

If the Supplier transfers all OUC Business Records to OUC upon completion of the Contract, Supplier shall destroy any duplicate OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains OUC Business Records upon completion of the Contract, the Supplier shall meet all applicable requirements for maintaining public records.

SUPPLIER’S PROPOSAL

SECTION III
PROPOSAL SUBMITTAL FORMAT

Please click on Instruction to Proposers to assist you in preparing your proposal.

THE FOLLOWING DOCUMENTS CONSTITUTE YOUR SUBMITTAL:
Bidder shall print and complete all the data forms "checked" below and make them part of their submittal package (by clicking on the links provided below) together with any other required information.

All original forms shall have a wet signature and when required a notary stamp. They should be scanned and uploaded with your submittal. You will have to provide these signed original forms if your firm is recommended for award.	
Technical Response File	
[x]	Signature Page on Page 2 of this document
[x]	Cover Page
[x]	Sworn Statement on Public Entity Crimes and Scrutinized Companies Under Florida Statutes, Section 287.133 (3) (a) and 287.135
[ ]	Bid Bond
[ ]	Payment And Performance Bond
[x]	Dispute Disclosure
[x]	Exceptions
[x]	Addenda
[x]	Supplier Information (pages 6-9)
[x]	Copy of Company's Business License
[x]	Copy of Insurance Certificate
[x]	W-9 Form
[x]	Subcontractors and Potential Cost Savings Alternative
[x]	References
[x]	Response to all requirements (pages 10-14)
Cost File	
[x]	Pricing Sheet (use MS Excel Sheet provided in VendorLink)

Please use the links provided below to access some of OUC's Policies and procedures that the suppliers need to read and be aware of as suppliers make their decision to bid on this formal solicitation opportunity:

- Click on, "Contractor Security Policy"
- Click on, "Bid Protest Procedure"
- Click on, "Contractor Orientation for Stanton Energy Center"
- Click on , "Alcohol and Controlled Substance Abuse Policy"
- Click on , "Alcohol and Controlled Substance Testing Policy"
- Click on, "OUC Travel and Expense Guidelines"

THESE POLICIES AND ANY SUPPLEMENTAL POLICIES PROVIDED AT CONTRACTOR ORIENTATION ARE HEREBY FULLY INCORPORATED INTO THIS CONTRACT BY REFERENCE AND TO THE EXTENT APPLICABLE TO THE SUPPLIER IN THE PERFORMANCE OF THE WORK. SUPPLIER AND ITS SUBCONTRACTORS, SUPPLIERS, AGENTS, AND EMPLOYEES SHALL FULLY COMPLY WITH ALL SUCH POLICIES AS AMENDED FROM TIME TO TIME.

These Policies may be found on the OUC – Procurement Services department website among additional important information.

COVER PAGE for Solicitation #:_____

RFP NUMBER: RFP16 4218 OQ

RFP NAME: Asphault & Concrete

DATE: 9/28/16

SUPPLIER NAME: All terrain Tractor Service

ADDRESS: 949 Shaddick Dr
Orange City FL 32763

CONTACT NAME: John Masiarczyk

TELEPHONE NUMBER: (386) 337-4211

TELEFAX NUMBER: (386) 218-6970

EMAIL ADDRESS: John@allterraintractorservice.com

Note:

On occasion it is necessary for OUC Security to verify whether someone found on property is a present or former employee of a Supplier. You must provide a contact person's name and phone number to the OUC Security Division in case such verification is needed from your business in the future.

Name: Jamie Crow Telephone No. (386-) 804-3244

Name: Marsha Evans Telephone No. (386) 218-6969

EXCEPTIONS for Solicitation #:_____

The undersigned Proposer/Bidder, having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.

The undersigned hereby declares that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's proposal non-responsive.

No exceptions will be allowed after the proposal is submitted.

Please check one:

☒ None

☐ Exceptions: _____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

SECTION I

INTRODUCTION

The Orlando Utilities Commission (OUC) is an electric and water municipal utility serving Orlando, Florida and portions of surrounding Orange County. OUC also has an Inter-local agreement with the City of St. Cloud, Florida for the management of its electric utility. Currently we serve more than 313,000 customers. To obtain general information about OUC go to www.ouc.com.

SCOPE OF WORK The purpose of this solicitation is to perform the following types of work in accordance with the requirement which may include the following but not be limited to, lime rock base, asphalt concrete surfaces, Portland cement, concrete pavement and driveway, sidewalk, concrete curb restoration, debris removal, and removal of brick base or underlayment in regards to street restoration.

TERM OF CONTRACT From the effective date through a three year term with two (2) additional one year renewal options for OUC.

PRICE AND COSTS Prices as listed on the solicitation proposal pages must remain firm throughout the contract period of three years.

INVOICES Send all invoices to **Accounts Payable, Attention: Manager,** Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or e-mail to accountspayable@ouc.com . In order to insure prompt payment, the Purchase Order (PO) number must be referenced on the invoice.

- Upon completion of a project, the Supplier MUST invoice within 30 days.
- Payment will be made only on completed projects.
- The invoicing must include the name and address of the project for each project, along with the PO number.

PAYMENTS OUC shall have the option to make payments by check, procurement card, wire transfer or Automated Clearing House to the bank account(s) identified by the Supplier.

CONTRACT SAMPLE Please click here.

EVALUATION CRITERIA Please refer to the instruction to Proposers document; item A.14.

ADDENDA for Solicitation #:_____

The undersigned Proposer/Bidder acknowledges receipt of the following Addenda, which have been considered in preparing this Proposal.

Addendum No. 1_____ Dated _____

Addendum No. 2_____ Dated _____

Addendum No. 3 _____ Dated _____

Addendum No. 4 _____ Dated _____

SECTION II

Supplier Information

1. Prime Consultant shall provide the following background data on their firm:

Firm Name All Terrain Tractor Service

Name of Parent Company All Terrain Tractor Service

Complete Business Address 949 Shaddick Dr
Orange City Fl 32763

State of Incorporation Florida

Name, Address, Telephone Number of Contact Personnel John Masiarczyk 949 shaddick Dr, orange city Fl 32763 (386) 337-4211

Office Number, Cell/Mobile Number and Email of Contact Personnel (386) 218-6969 (o) (386) 337-4211 (c) mike alvarez mike@allterraintractorservice.com

Size of company small - no cert

Years in Business 10 years

Organization Management Overview

Jamie Crow Steve Green
John Masiarczyk
Marshall Raulerson (s)

Ownership

James T. Crow - Jr
Christine E. Crow -

2. Number of offices / locations 1 Number of employees 50
3. Dun & Bradstreet Number n/A
4. Is the firm licensed to conduct business in the State of Florida?

Yes (X); No ( ) If Yes is checked, provide: Bus. Name: All Terrain Tractor Serv.

Current License Information: Volusia Cty. Rect 2006040500012 exp. 9/30/17
949 Shaddick Dr. Orange City Fl 32763
Owner Christine Crow

State Certification Number: EUC 1225243

Certification Categories: N/A

(Provide a copy of your firm's business licensees with your response)

If not, (Bidder must be registered to do business in the State of Florida by the time Notice of Intent to Award is sent). The link to the site is: http://www.sunbiz.org

5. Are you a Women Owned or Minority Owned business?
   Yes ( ) No (X)
   If yes, explain which one_____

6. Does your company have an affirmative action plan in utilizing small business / minority / disadvantaged entrepreneur and local participation in pre-qualifying vendors and subcontractors? Will you report your efforts on an annual basis? Yes (X) No ( )
7. Is your company currently involved in any unsettled litigation? Yes ( ); No (X)
   If yes, please explain:
8. Has your company ever been issued a warning or violation by a regulatory agency for noncompliance with Federal or State regulations? Yes ( ); No (X)
   Dates: N/A Describe: N/A
9. Does your company have employee incentive programs to reward safety, productivity, quality, performance, and/or longevity? If so, describe. NO
10. Have you ever had a contract terminated? If yes, provide the name of the company, when the event happened, and reasons. NO
11. Has the Company ever been in a lawsuit where the company or one of its employees was accused of a wrong doing? If yes, provide name of plaintiff, when the event occurred and reasons. NO

Approach to perform work

A. Please list the equipment you own, and which you intend to use in the execution of this contract: (Please attach separate pages)

B. Where are the current construction offices located that you would plan to provide these services? 949 Shaddick Dr Orange City FL 32763

C. What are your current crew resources planned to support this service?
   Inhouse concrete and demo crew

D. Please provide an org chart and list the key personnel responsible for executing the services including their resume, current title, how long they have been in this position.

Safety Record

A. Do you have a Safety Training Program for your employees? Yes ( ); No (X)
If yes, please provide an outline or attach a copy of program.

B. Please provide a copy of your safety manual.

C. Does your firm have a Drug Free Workplace Policy? (Yes or No). If yes, provide a brief summary and/or copy of your Policy.

D. Does your Firm performs any or all of the following employee pre-screening requirements:

Drug Screening Tests: Yes (X); No ( )
Workers' Compensation History Review: Yes ( ); No (X)
Driver's License Verification: Yes (X); No ( )
Pre-employment Physical Exam: Yes ( ); No (X)
Criminal History Review: Yes (X); No ( )

E. Workman's Compensation Information:
   a. Provide experience modification rating for the last 3 years. 2015 - 1.10, 2014 1.23, 2013 0.90
   b. OSHA Information:
      - OSHA Incidence Rate for the last 3 years Ø Accidents
      - OSHA Frequency Rate for the last 3 years Ø
        (Number of Lost Time Cases x 200,000/Total Man-hours)
      - OSHA Severity Rate for the last 3 years 0
        (Number of Lost Work Days x 200,000/Total Man-hours)

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CUC1225243

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MASIARCZYK, JOHN CARLIN JR
ALL TERRAIN TRACTOR SERVICE, INC.
949 SHADICK DR
ORANGE CITY FL 32763

ISSUED: 06/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606160001025

2016/ 2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200604050012 **Expires: September 30, 2017**
Business Location: 949 SHADICK DR

Business Name: ALL TERRAIN TRACTOR SERVICE INC
Owner Name: CHRISTINE CROW
Mailing Address: P O BOX 390958
DELTONA, FL 32739

BUSINESS TYPE	CODE	COUNT	TAX
Demolition - Excavating	200		$22.00
Fence Installation	471FI	6	$54.00
Hazardous Waste Fee	820		$37.00
Business Service	471	18	$112.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

CITY OF ORANGE CITY
LOCAL BUSINESS TAX RECEIPT

LICENSE # LIC-7-11-6279
License Type: Unclassified Categories
Amt. Paid: $ 115.25
Stipulations:

Date Issued: 07/27/2015
Expires: 09/30/2016

Annual Inspections	**$25.00**
Small Sign Fee	**$30.00**
Unclassified - 0950 - FYa	**$60.25**

All Terrain Tractor Service, Inc.
949 Shadick Dr
Orange City FL 32763-8904

CITY OF ORANGE CITY *205 E. Graves Avenue* *Orange City, FL 32763*

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
All Terrain Tractor Service, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
919 Shadick Drive

Requester's name and address (optional)

City, state, and ZIP code
Orange City, FL 32763

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
86 - 1160001

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6-13-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

For Solicitation #:_____

SUBCONTRACTORS

Below or on an attached sheet, list your proposed Subcontractors for this project. If you are not sure of the Subcontractor's identity at the time of the proposal, state which portion of the project you will be subcontracting. Also by each Subcontractor state if they are a Minority or Women owned business. Second tier reporting of Minority or Women owned business is required to be reported on a quarterly basis.

Sunray Paving - Asphault

Ram Striping - Striping

POTENTIAL COST SAVING ALTERNATIVE

(Use additional paper, if necessary)

NONE

REFERENCES FORM

Reference # 1

Organization Name: City of Orange City Telephone #: 386-775-5454

Contact Name: John Davis Email Address: JDavis@ourorangecity.com

Scope of Work Provided: 17-92 Median Irrigation / Remove and Replace Sidewalk,

Project Dollar Value: $83,000-varies. Present Agreement Status: Continual Agreement Dates: 2014

Key Professionals involved with project above that would be assigned this project: John Masiarczyk

Reference # 2

Organization Name: Volusia County School Board Telephone #: 386-527-6874

Contact Name: Ken Blom Email Address: KBlom@volusia.k-12.fl.us.

Scope of Work Provided: Repave Bus Loop & Parking

Project Dollar Value: $108,000 Present Agreement Status: Agreement Dates: 2016

Key Professionals involved with project above that would be assigned this project: Marshall Rawleerson

Reference # 3

Organization Name: City of Debary Telephone #: 386-668-2040

Contact Name: Tom Vandehey Email Address: TVandehey@Debary.org

Scope of Work Provided: Replace and Remove several areas as needed of sidewalk & curb

Project Dollar Value: $20,000 Present Agreement Status: Continual Agreement Dates: 2013-Present

Key Professionals involved with project above that would be assigned this project: Steve Green / Marshal Rawlerson

Authorized Representative's Signature 9-28-16 Date

James Crow

Corporate Name of Consultant (Typed)

ALL TERRAIN TRACTOR SERVICE, INC.
949 SHADICK DRIVE
ORANGE CITY, FLORIDA 32763

To: All Employees
From: JAMES CROW
Subject: Employee Handbook and Work Policy

It is the policy of the Company to provide a safe and healthy work environment for the protection of our most vital resource, our employees. The safety of employees is of the greatest interest to all levels of management and supervision, ranking in importance above production, quality, costs and service.

The company's basic philosophy is that all personal injuries can be prevented. While the responsibility for safety begins and ends with the President, that responsibility is shared throughout the organization. All employees, at every level, are expected to fully accept responsibility for their own safety and for the safety of those with whom they work. There is no place within this organization for an unsafe employee.

The Company will maintain a vigorous safety and injury prevention program at each project site and will allocate the necessary resources to assure a safe and healthful work environment.

I am depending on you to take pride in customer satisfaction. You can depend on me to provide you with the tools, knowledge and empowerment necessary to keep our customers satisfied.

REMEMBER....
Our competitors want *our* clients.
Our competitors' employees want *your* jobs.

James T. Crow, Jr.
President

ALL TERRAIN TRACTOR SERVICE, INC.

Workplace Safety Program

ALL TERRAIN TRACTOR SERVICE, INC. has implemented a Workplace Safety Program. The objectives of this Program are to provide, to the best of our ability, the following:

1. An accident and injury-free work environment.
2. Protection of the general public.
3. Reduction of costs associated with accident related losses.
4. Greater efficiency through the control of unintentional production interruptions.

The achievement of these objectives is based upon good planning and making sure safety is an integral part of the day to day operation and work procedures. This can only be accomplished if all personnel take an active interest and participate in the Workplace Safety Program and abide by the rules and regulations outlined in the Federal Government's Occupational Safety and Health Act of 1970, Local, State and Municipal Safety and Health Regulations and the All Terrain Tractor Service Inc. Safety Manual.

It is imperative that all managers and supervisors recognize their responsibility to control these losses and that they take all necessary actions to do so.

It is required by All Terrain Tractor Service, Inc. that all employees devote their serious attention toward making this program an integral part of day to day operations. Work conditions need be as hazard free as possible. Anyone detecting an unsafe work condition should correct it immediately, or report it to the proper authority for correction.

Each of us has a responsibility to ourselves, our fellow employees and the company with legal, safety and health standards. Your 100% cooperation is necessary and appreciated.

SAFETY DIRECTOR

Marshell Raulerson has been appointed Safety Director for the company. As the Safety Director, he will be in charge of maintaining and enforcing all safety procedures for each crew. The following are the guidelines that the Safety Director will follow.

Policy – The Safety Director will be responsible for the enforcement of the Accident Prevention Procedures detailed by OSHA and this manual. He will direct the crew's Activities by establishing and maintaining a functional accident prevention program designed to eliminate hazards and protect life.

Objective – The Safety Director will develop and implement an aggressive Accident Prevention Program at each project site through the participation of various individuals with the unique training and experience, as well as specialized training necessary to control diverse aspects of accident prevention.

SAFETY DIRECTOR, cont'd

Procedures

* The Safety Director shall formulate quarterly recommendations to advance the safety procedures for the company. Recommendations will be identified by year and month and will be presented to upper management for implementation and addition to this manual.

Duties and Responsibilities

* Establish accident prevention goals and objectives.
* Review department safety performance records against objectives. Review monthly accident summaries and statistics.
* Provide incentive and motivation necessary to attain accident prevention goals and objectives (i.e. promotion program, accident prevention incentive program).
* Inspect jobsites prior to each meeting to identify and eliminate or control hazards and assure that the correction of unsafe conditions is being accomplished.
* Discuss serious accidents or potentially hazardous incidents and suggest corrective action.
* Promote accident prevention awareness in all employees.

SAFETY AND HEALTH TRAINING

The purpose of safety and health training is to teach employees how to work safely, reduce injuries and keep our workers' compensation insurance costs down. The Division of Safety requires employers to implement safety and health training that includes:

1. KEEP CALM – If you remain calm, you have a better ability to aid the injured person, report the situation to supervisors, evaluate the situation and contact the necessary emergency medical personnel.

2. FIRST AID – Administer emergency first aid as required. First Aid Kits and emergency contact phone numbers are available on each jobsite in the job trailer. request assistance immediately from your field supervisor and/or 911.

3. REPORT – Report any incident, no matter how insignificant it may seem, to your immediate supervisor. Each accident must be investigated to determine its cause and prevent future occurrences. All accidents/injuries/illnesses must be recorded on OSHA 200 log and Division of Workers Compensation Notice of Injury (DWC-1).

5. MANAGED HEALTH CARE – Any work related injuries or illnesses must be treated according to our Workers Compensation Carrier's policy directives. Work related injuries or illnesses, after any initial, necessary emergency treatment must be handled under the direction of the Workers' Compensation personnel affiliated with Strategic Outsourcing, our payroll company.

COMPANY SAFETY AND GENERAL POLICIES

Work in and around construction sites is inherently dangerous and makes it necessary that every employee be safety conscious at all times. The safety rules outlined in this policy do not necessarily cover every type of unsafe conduct that will result in disciplinary action. The term Company refers to All Terrain Tractor Service, Inc.. in all cases. If any person engages in unsatisfactory conduct, including improper safety clothing, unsafe conduct or any actions deemed detrimental to the general welfare of the Company or its employees, whether or not it is covered in the following safety rules, the Company reserves the right to take appropriate disciplinary measures. Every one of the rules outlined below must be taken seriously. Bear in mind that the rules set forth in this document are dictated by OSHA, Workman's Compensation Insurance requirements as well as the General Contractor on every construction site. If you choose not to abide by these rules, you may not only be receiving disciplinary action by All Terrain Tractor Service, Inc., but also OSHA, the governmental agency for which the Company is conducting its work, our Workman's Compensation Carrier and the Safety Board of the General Contractor.

A. UNIFORMS - an Option

Eleven (11) sets of uniforms, consisting of pants and shirt, and one hat, can be furnished by the Company to each full time employee, after his initial probationary period. They will remain the property of the Company but the care of and accountability for the loss or deliberate destruction as well as the cleanliness of any uniform shall be the sole responsibility of the assigned employee. The employee shall be responsible for the return of at least five (5) sets of soiled uniforms to the All Terrain Tractor Service, Inc. shop area by Friday of every week so that the soiled set can be laundered. The employee will then utilize the second set of clean uniforms for the next week. It is the employee's responsibility to pick up his clean uniforms each week from the Company shop area. Company uniforms, or in some approved cases, Company-provided T – Shirts, are to be worn at ALL times while performing work for the Company. Anyone coming to work not wearing a complete uniform will be prevented from working that day and will receive NO PAY for each day that the proper uniform is not worn. The cost of laundering the uniforms will be shared between the employee and the Company. A payroll deduction of $12.50 will be deducted each week per employee for laundering, regardless of whether or not the employee gets his uniforms to the shop on time to be laundered.

B. FOOT WEAR

Every employee of the Company who works in a designated construction area is required to wear safety foot attire. There will be NO EXCEPTIONS. Any employee not wearing proper safety shoes will be prevented from working that day and will receive NO PAY for each day that the proper shoes are not worn. Open-toed sandals, tennis shoes or any shoes not appropriate for construction work are prohibited on the construction sites. All Terrain Tractor Service will reimburse any employee once a year up to $50.00 toward a new pair of work boots with proof of purchase by original receipt.

C. SAFETY GLASSES

The Company will issue to each employee a personal set of safety glasses that are his sole responsibility and are to be worn at all times when working conditions may cause eye injuries.

D. NEW EMPLOYEES

New employees will have a ninety day (90 day) probationary period during which time their performance will be evaluated. Employee's paychecks will be issued on the Friday following the week of actual work. Per diems, as applicable, will be included in the paychecks. Reimbursable cash expenses that have been incurred by employees are paid on the last day of each month..

E. DRUG FREE WORKPLACE

The Company maintains a drug free workplace. All new employees will be given a series of tests for the presence of specific drugs prior to their initial employment with the Company. Thereafter, ALL employees can and will be tested on a random basis to maintain the Company's status as a drug free workplace. Any injury or accident occurring in the workplace will result in a mandatory drug test of any employee involved in said accident or injury. The test will be performed as expediently as possible following the accident and appropriate medical treatment.

F. COMPANY DRIVERS

All drivers of company vehicles will have their driving record checked prior to being allowed to take the wheel of a Company vehicle. The approval of an employee to drive a Company vehicle is solely in the hands of the Company's Insurance Agent, who conducts the driver's license check. After the initial check of an employee's driving record, his/her driving record is then checked again every six (6) months for as long as the employee drives a Company vehicle. No employee is allowed to drive a Company owned vehicle unless and until they have been approved to do so by the Company's Insurance Agent, Page Insurance.

G. JEWELRY

The wearing of bracelets, long earrings, necklaces or any type of loose hanging jewelry is NOT PERMITTED on any construction site.

H. TOOLS

Each Company truck shall have an exact inventory of tools assigned to that particular vehicle. Moving tools from one vehicle to another, unless authorized by Jamie Crow, will NOT be permitted. EVERY employee assigned to a crew working with the tools on a

particular truck will be responsible for the care and proper storage at the end of the work day. Any employee found not to be properly caring for tools under his/her control, not properly storing tools on the truck. Damaging them by carelessness or improper use or losing them will be held accountable for the replacement cost of the tool. One employee will be assigned to verify that every tool is accounted for from an inventory list, properly cleaned and in its proper place on the truck at the end of every work day. Report all tools that are not working properly. No tools, new, replacement or otherwise shall be purchased without specific consent of the purchasing manager or president.

I. WATER SAFETY

All employees performing work on an types of bodies of water must wear life jackets have all safety equipment including and not limited to Lines(ropes) fire extinguisher etc. All Lights and required equipment to perform job safely.

J. GENERAL

1. Be ALERT on the job. THINK! Then act safely.

2. The wearing of "walkman" type radios or IPODs is prohibited anywhere on the construction site and no driver may wear them in a Company vehicle.

3. Smoking will not be allowed in areas that constitute the threat of fire or ignitable substances. Smoking is not permitted within any of the Company's offices.

4. Safety devices and personal protective equipment required by regulations or a General Contractor's rules must be worn at all times while performing the job.

5. Only employees that have been instructed in the operation of or are otherwise qualified in the operation of a piece of equipment may operate it.

6. When leaving a powered piece of equipment unattended, the operator will fully lower any extended portions of the equipment to the ground in a safe position, neutralize the controls, set the brake and shut off the power.

7. No person except the operator shall ride on a powered piece of machinery.

8. Talking to the operator of machinery in operation is prohibited. The operator must stop the machine in a safe manner before conversing with another employee. Hand signals should be used to communicate with the operator while the machinery is in operation.

9. Keep all tools clean, organized and in safe working order. Report all damaged, inoperative or unsafe equipment immediately to the crew leader.

10. There is to be no horse play, fighting or bickering at any time on the job site or in any company vehicle.

11. Use the correct method for lifting objects. Let your legs do the lifting, not your back.

12. Employees must report to work on time. It is the employee's responsibility to find out what time they are to report to work each day. Thirty (30) minutes will be deducted from your pay for every five (5) minutes you are late. For example, if you are to report to work at 6:00 AM, and you arrive at 6:05 AM, you lose thirty (30) minutes of your pay for that day. If you arrive at 6:10 AM, you lose one (1) hour of your pay for that day. The crew will not wait any longer than fifteen (15) minutes for tardy personnel. Therefore, if you arrive fifteen (15) or more minutes late, and you have failed to give eight (8) hours advance notice, a warning will be issued. After two warnings, the employee will be terminated.

    When giving advance notice that an employee is going to be absent from work, the notice MUST be given to the Supervisor of said employee's crew or to the Project Manager in the office at least eight (8) hours in advance. Notification given to anyone else will not qualify as proper notification. If proper notice is not given at least eight (8) hours in advance, a written and verbal warning will be issued. After two warnings, the employee will be terminated.

13. Immediately report ALL injuries to your supervisor, no matter how minor they may be. Obtain prompt first aid and/or medical treatment.

14. Any work-related problems are to be reported immediately in a concise and professional manner to the current Superintendent or to James T. Crow, Jr., President.

15. All Terrain Tractor Service, Inc., Inc. will supply water to drink each day. Employees who wish to have additional drinks shall supply their own beverages before the day's work begins.

16. All Terrain Tractor Service, Inc. will supply motel accommodations when necessary, assigning specific roommates. No deviations in roommate assignments will be tolerated.

17. No employee of All Terrain Tractor Service, Inc. is to carry, transport or hold another employee's cash or paycheck for pickup or transfer to another Company employee or non-employee.

18. Do not open switch boxes or electrical control cabinets, make electrical repairs or replace fuses unless specifically authorized to do so by your supervisor. Do not use

electrical tools or appliances without proper grounding.

19. Before driving company vehicles, ALWAYS walk around the vehicle to make sure no tools are in the path of the vehicle. ALWAYS check trailer connections, tires and lights before operating Company vehicles. ALWAYS check to make sure your load is secure before traveling , as well as at gas and rest stops during travel.

20. All state and local traffic laws, regulations and speed limits shall be observed by all personnel driving Company vehicles or other equipment being used to travel on public highways, roads, streets and off road.

21. Every employee driving a Company vehicle must operate it in a safe and responsible manner. Willful vehicle abuse shall result in disciplinary action.

22. All convictions for moving violations must be reported to the President immediately, including any off-the-job violations. The employee's driving record shall be reviewed regularly to insure compliance with this rule.

All Terrain Tractor Service, Inc. will not pay for any fines or tickets resulting from employee speeding, overloading a vehicle or any misuse of company vehicles or equipment.

Addendum 1

ALL TERRAIN TRACTOR SERVICE INC.

Workplace Safety Program

All Terrain Tractor Service Inc. will provide the following safety equipment to each full time employee. It is All Terrain Tractor Service Inc. company policy that this safety equipment be worn at all times on all JOBS. It is the responsibility of the individual employee to make sure he/she has their equipment with them at all times and it is to be worn at all times.

In the event that an employee does not have their proper safety equipment they will be charged a fee of $75.00 and a verbal warning will be issued. After 2 violations the employee will be terminated.

Safety equipment: 1 Pair of Safety Glasses

1 Hard Hat

1 Safety Vest

1 Ear Protection (EarPlugs)

I, , acknowledge that I have received the above safety equipment and understand it is my responsibility to have and wear it at all times.

I also acknowledge the consequences that were set forth for not having the proper equipment and take full responsibility.

I, Marshell Raulerson , Superintendent for All Terrain Tractor Service Inc. takes full responsibility in making sure that all employees are in compliance with having all required safety equipment required for each job.

_____ _____

Date

_____ _____

Superintendent Date

_____ _____

James T Crow Jr. President Date

All Terrain Tractor Service Inc.

James T Crow- Owner - owner - 10yrs

- Conduct Safety Meetings on a weekly basis with all employees in the field.
- Assist in estimating and writing up bids when necessary.
- Overseeing all current projects to ensure they are done correctly and in a timely manner.
- Make sure all employees in the field execute proper safety measures.
- Conduct additional training with employees when applicable.
- Always exceeding customer's expectations when the job is complete.
- Continually striving to deliver excellent customer service
- Running heavy equipment when necessary (Grader, Excavator, Skidsteer, etc.)
- Order any materials needed for jobs.
- Address all change orders needed to complete jobs when required.

John Masiarczyk
(386) 337- 4211

Project Manager with 30 years experience in the construction industry. Experience in management, heavy equipment operating, and underground construction. Strong minded and driven to continually produce outstanding results efficiently.

Qualifications

- Heavy equipment operator- Excavator, Dozer, Back Hoe, Bobcat, Front End Loader, Grader
- Remove and replace concrete and asphalt (sidewalks, driveways, inlets, etc.)
- Repair roadways
- Excellent safety skills and quality control maintenance
- Installation of water main pipes, storm drain, and sanitary sewer

Experience

All Terrain Tractor Service
Project Mauager: 2008-Current

- Overseeing all crews and enforcing safety and compliance regulations.
- Operating grader, excavator, and skidsteer, back hoe, front end loader
- Removal and replacement of concrete and asphalt.
- Repairing roadways.
- Repairing sewer pipes
- Scheduling and planning for new and upcoming jobs

White Site Development
Superintendent: 1997-2008

- Supervising laborers to ensure all jobs are done correctly and efficiently.
- Repair sanitary sewer main and storm sewer lines
- Installation of conventional pipe
- Install meters
- Installation of wet and dry taps
- Grouting of pipe lines

Certifications

- Back Flow Testing Certification
- Underground Utilities License

Marshall Raulerson
(407) 283-0286

Superintendent with 30+ years experience in construction, management, underground mining, and heavy equipment operating. Exceptionally organized and driven to get jobs completed in a timely manner.

Qualifications

- Heavy equipment operator- Excavator, Dozer, Back Hoe, Bobcat, Front End Loader, Grader
- Remove and replace concrete and asphalt (sidewalks, driveways, inlets, etc.)
- Repair roadways
- Excellent safety skills and quality control maintenance
- Installation of water main pipes, storm drain, and sanitary sewer

Experience

All Terrain Tractor Service
Superintendent: 2011-Current

- Overseeing jobs and enforcing safety and compliance regulations.
- Operating grader, excavator, and skidsteer.
- Removal and replacement of concrete and asphalt.
- Repairing roadways.

White Site Development
Superintendent: 2008-2011

- Supervision of laborers to make sure time management and efficiency is produced.
- Installing water main pipe
- Operating grader, excavator, and skidsteer

Certifications

- Advanced MOT certified

STEVE G. GREEN

471 West Gardenia Drive
Orange City, FL 32763

Cell# (386) 547-2258 Teamgreensracin@yahoo.com

- 31 years of experience in all aspects of Water and Sewer Pipe line Construction
- Specializing in Gravity Sewer & Storm, lift stations, utility conflicts, underground fire lines, backflows, wet taps and groundwater conditions
- Heavy Equipment Operator: front end loader, back hoe, dozer, roller, and bobcat

22 Years of Experience as a Pipe Foreman:

Scheduling/Planning	Organization	Quality Control
Time Management	Results oriented	Ground water conditions
Safety & Compliance	Conflict resolution	Heavy equipment operator

Employment History:

Treadstone Construction 5/14/2015-
Debary, FL

Position: Pipe Foreman

Installation of sanitary sewer, storm drain, water main, and force main, can work alone, or as a team, read/comprehend written instructions, directions, site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures.

Brockman Site Development
10/2011-05/12/2015

Oviedo, FL

Position: Pipe Foreman

Installation of sanitary sewer, storm drain, water main, and force main, operation of back hoe, front end loader, bobcat, roller, bull dozer, can work alone, or as a team, read/comprehend written instructions, directions, site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures.

Eden Site Development
7/2005-2/2010

Longwood, FL

Position: Pipe Foreman

Supervision of 1-2 pipe crews, installation of sanitary sewer storm, large scale ex-filtration systems, water main, force main, under drain systems, fire lines, operation of back hoe, front end loader, dozer, roller, bobcat, read/comprehend site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures:
Key Projects include the Altamonte Water Treatment- Plant, and Florida Hospital Parking Garage, Orlando

Wal-Rose Construction
2/2005-7/2005

Sanford, FL

Position: Pipe Foreman

Installation of sanitary sewer storm, water main, under drain, operation of back hoe, front end loader, dozer, roller, bobcat, read/comprehend site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures.

Dewitt Excavating
Winter Garden, FL

3/1993-2/2005

Position: Pipe Foreman

Lead pipe crew for company, installation of lift stations, main line sewer, main line storm drain, operation of back hoe, front end loader, dozer, roller, bobcat, read/comprehend site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy, schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures. Key Projects: Stoney brook East & West, Buena Vista, and West Grove

Personal References supplied upon request

ALL TERRAIN Equipment Flo

Item #	Year	Description	Serial #
1	2000	KUBOTA TRACTOR	10465
2	2000	SCAG WALK BEHIND MOWER	SW36A-16KAL
3	2002	WACKER TRAFFIC ROLLER	5491391
4	2006	JOHN DEERE	DW544GB551
5	2006	BRUSH MONSTER MOTOR	1904
6	2010	HUSTLER ZERO TURN MOWER	8121080
7	2010	KUBOTA	84053
8	2010	WACKER COMPACTOR PLAT	N10057456
9	2010	CAT 140M MOTOR GRADER	B9D02529
10	2011	GRAVELY ZERO TURN MOWER	414
11	2011	VERMEER TRENCHER	1VRS072P5X1001077
12	2012	VOLVO EXCAVATOR ECR88	VC30EC88T00015903
13	2012	CATERPILLAR MULTI TERRAIN	B7H01542
14	2012	HAMM ROLLER 3205	H1580347
15	2012	BRUSH MONSTER MOTOR	602471-8369
16	2013	SANY HYDRAULIC EXCAVATOR	13SY023B85768
17	2013	CATERPILLAR HYDRAULIC	XFA02561
18	2014	VOLVO WHEEL LOADER	VCE0L60GL0S611134
19	2014	BOBCAT HYDRAULIC W/NAIL	A00X07595
20	2014	CATERPILLAR MULTI TERRAIN	TSL02621
21	2014	WEBER JUMPING JACK	4105955
22	2014	WEBER JUMPING JACK	4105961
23	2014	STIHL CUTOFF SAW TS420	178597384
24	2014	STIHL CUTOFF SAW TS420	178597349
25	2014	STIHL CUTOFF SAW TS420	178597376
26	2014	SOKKIA GRADE LEVEL	270833
27	2014	SOKKIA GRADE LEVEL	251886
28	2014	BOBCAT 66'FORK GRAPPLE	AF0U02726
29	2014	CATERPILLAR MULTI TERRAIN	TLS02154
30	2015	CATERPILLAR MULTI	EZW01305
31	2015	CATERPILLAR MULTI	EZW00683
32	2015	VOLVO L70H WHEEL LOADER	VCE0L70HT0S622249
33	2015	SPECTRA CLASS 3R LASER	1EC/EN60825
34	2015	CATERPILLAR 287D MULTI	SS300102
35	2016	DAVID WHITE LINE TRANSIT	503446
36	2016	TOPCON LASER	RR0987
37	2016	WACKER PLATE TAMP	10545746
38	2016	BO PLATE COMPACTOR	861834122662
39	2010	Motor Grader	B9D02529
			TOTAL

UNSCHEDULED TOOLS & EQUIP
UNSCHEDULED TOOLS & EQUIP
RENTED EQUIPMENT

ALL TERRAIN TRACTOR SERVICE, INC.

SERVICES PERFORMED

- Tree Trimming
- Irrigation
- Drainage Installation and Repair
- Grounds Maintenance
- Light and Heavy Mowing
- Concrete Repairs – includes grinding, curbs, driveways, sidewalks, installation
- Asphalt Repairs – includes sealcoat, crack seal, paving
- Striping
- Complete Site Development
- Construction Services
- Water Proofing
- Pond Cleaning & Restoration
- Lift Station Repairs

REFERENCES

City of Debary
Alan Williamson
386-668-2040

City of Orange City
John Davis
386-775-5450

Smart Ride
John Bumpass
386-576-7244

Dewberry Bowyer-Singleton
Barry Roy
407-947-4560

JOHN MASIARCZYK
(386) 337-4211 cell

949 SHADICK DRIVE
ORANGE CITY, FL 32763

(386) 218-6969 o
(386) 218-6970 f

4218 OQ Concrete and Aspault Services

LINE ITEM	DESCRIPTION	3 YEAR ESTIMATED QUANTITY	UNIT OF MEASURE	COST PER UNIT
Asphalt pavement per 1.5" layer				
1	10 sq. yds. or less	215	sq. yd.	$29.43
2	10.1 to 30 sq. yds.	210	sq. yd.	$25.89
3	Over 30 sq. yards	750	sq. yd.	$20.01
Ashpalt pavement per each add'l. 1/2" layer thickness				
4	10 sq. yds. or less	150	sq. yd.	$8.24
5	10.1 to 30 sq. yds.	200	sq. yd.	$7.65
6	Over 30 sq. yards	2500	sq. yd.	$4.71
Asphalt pavement 1" thickness (overlay)				
7	10 sq. yds. or less	15	sq. yd.	$20.63
8	10.1 to 30 sq. yds.	15	sq. yd.	$20.00
9	Over 30 sq. yards	15	sq. yd.	$19.63
FC-4 Asphalt Friction Course 1" thickness (overlay)				
10	10 sq. yds. or less	15	sq. yd.	$32.96
11	10.1 to 30 sq. yds.	15	sq. yd.	$32.96
12	Over 30 sq. yards	15	sq. yd.	$32.96
FC-2 Asphalt Friction Course 5/8" thickness (overlay)				
13	10 sq. yds. or less	15	sq. yd.	$32.96
14	10.1 to 30 sq. yds.	15	sq. yd.	$32.96
15	Over 30 sq. yards	15	sq. yd.	$32.96
4" Concrete (Sidewalk or Driveway)				
16	10 sq. yds. or less	15	sq. yd.	$61.79
17	10.1 to 20 sq. yds.	30	sq. yd.	$58.03
18	Over 20 sq. yards	30	sq. yd.	$43.43
6" Concrete (Sidewalk or Driveway)				

19	10 sq. yds. or less	15	sq. yd.	$79.92
20	10.1 to 20 sq. yds.	15	sq. yd.	$76.98
21	Over 20 sq. yards	60	sq. yd.	$75.92
8" Concrete (Sidewalk or Driveway)				
22	10 sq. yds. or less	15	sq. yd.	$109.81
23	10.1 to 20 sq. yds.	15	sq. yd.	$96.63
24	Over 20 sq. yards	15	sq. yd.	$92.93
6" x 16" Straight or Radius Upright Curb				
25	20 lin. ft. or less	25	lin. ft.	$30.01
26	Over 20 lin. ft.	15	lin. ft.	$25.31
2 ft. Curb & Gutter Section or Radius				
27	20 lin. ft. or less	30	lin. ft.	$35.90
28	Over 20 lin. ft.	15	lin. ft.	$28.84
Density Tests: Certified Testing Lab (when required by agency inspector)				
29	Soil Proctor Test	15	each	$188.32
30	Soil Density Test	15	each	$64.74
8" Concrete Roadway replacement (broom finished)				
31	10 sq. yds. or less	15	sq. yd.	$110.74
32	Over 10 sq. yds.	15	sq. yd.	$108.28
8" Concrete Road Base (unfinished)				
33	10 sq. yds. or less	15	sq. yd.	$25.89
34	Over 10 sq. yds.	200	sq. yd.	$21.19
Surface Prep. For Limerock				
35	10 sq. yds. or less	15	sq. yd.	$12.36
36	Over 10 sq. yds.	15	sq. yd.	$10.00
8" Limerock Road Base				
37	10 sq. yds. or less	15	sq. yd.	$20.01
38	Over 10 sq. yds.	15	sq. yd.	$18.83
Limerock Road Base per each add'l. 2" layer thickness				
39		15	sq. yd.	$4.12
Remove Asphalt and Dump				

41	10 sq. yds. or less	90	sq. yd.	$9.42
42	10.1 to 20 sq. yds.	80	sq. yd.	$8.83
43	20.1 to 40 sq. yds.	110	sq. yd.	$8.24
44	Over 40 sq. yds.	775	sq. yd.	$7.65
Milling of Asphalt and Dump				
44a	10 sq. yds. or less	90	sq. yd.	$138.00
44b	10.1 to 20 sq. yds.	80	sq. yd.	$115.00
44c	20.1 to 40 sq. yds.	110	sq. yd.	$92.00
44d	Over 40 sq. yds.	775	sq. yd.	$86.30
Remoce Concrete and Dump				
45	10 sq. yds. or less	15	sq. yd.	$10.59
45	10.1 to 30 sq. yds.	25	sq. yd.	$10.00
47	Over 30 sq. yards	40	sq. yd.	$8.24
Remove Limerock and Dump				
48	10 sq. yds. or less	15	sq. yd.	$7.06
49	10.1 to 20 sq. yds.	15	sq. yd.	$6.77
50	20.1 to 40 sq. yds.	15	sq. yd.	$6.47
51	Over 40 sq. yds.	195	sq. yd.	$6.15
Stripes & Lines - whie & yellow (to DOT Standards				
52	4" Solid	10	lin. ft.	$1.65
53	6" Solid	10	lin. ft.	$2.12
54	8" Solid	10	lin. ft.	$2.58
55	12" Solid	10	lin. ft.	$2.82
56	18" solid	10	lin. ft.	$3.30
57	24" Solid	10	lin. ft.	$3.53
58	6" Skip	20	lin. ft.	$1.77
59	Directional Arrow	5	each	$47.08
60	Message	5	each	$94.16
61	Reflective Marker	5	each	$17.66
Priority Work				
62	Jobs < $2,500			$1,250
63	Jobs to include and > $2,500		lump sum	$3,600

64	6"-8"	20	lin. ft.	
65	10"-12"	-	lin. ft.	
66	16"-24"	-	lin. ft.	
67	Above 24"	-	lin. ft.	

Sod Restoration

68	Sod - St Augustine	1000	sq. yd.	$6.05
69	Sod - Bahia	1000	sq. yd.	$5.19

Payment Discount Options

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2016

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

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

PRODUCER	CONTACT NAME: Kelly Whitaker
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: kelly@catonhosey.com
INSURED All Terrain Tractor Service, Inc. 949 Shadick Dr Orange City FL 32763-8904	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Southern Owners — 10190 INSURER B : Auto-Owners Ins Co — 18988 INSURER C : Bridgefield Employers — 10701 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL16112116282 **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 XCU Inculded X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		72553323	11/30/2016	11/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			5055253900 HIRED AUTO PHYS.DAMAGE DED Comp $100/Coll $250	11/30/2016	11/30/2017	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 / RETENTION $			5055332300	11/30/2016	11/30/2017	PIP EACH OCCURRENCE AGGREGATE	$ 10,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		830-54947	11/30/2016	11/30/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			72553323	11/30/2016	11/30/2017		$400,000

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

Certificate Holder is included as an Additional Insured for Liability Only with respects to operations of the Named Insured.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Hosey/ATHOMP

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2017

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	
Port Orange FL 32129		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :	Southern Owners	10190
INSURED		INSURER B :	Auto-Owners Ins Co	18988
All Terrain Tractor Service Inc		INSURER C :	Bridgefield Employers	#10701
949 Shadick Dr		INSURER D :		
		INSURER E :		
Orange City FL 32763-8904		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL1711618448 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		72553323	11/30/2017	11/30/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5055253900	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			5055332300	11/30/2017	11/30/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		830-54947	11/30/2017	11/30/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate Holder is included as an Additional Insured for Liability Only with respects to operations of the Named Insured.

CERTIFICATE HOLDER

City of Cocoa
603 Brevard Avenue
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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Legislation Details (With Text)

File #:	18-379	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/24/2018			**In control:**	City Council
On agenda:	9/11/2018			**Final action:**	
Title:	Approve the Sixth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective September 30, 2018 through September 29, 2020. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	WRA - RENEWAL 6TH AMENDMENT (Signed By Vendor) WRA Consulting Services Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 24, 2018
Agenda Date: September 11, 2018
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Sixth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective September 30, 2018 through September 29, 2020

BACKGROUND:

Over the course of the past several years, the Utilities Department and the City Attorney's office have been involved with several important potable water resource issues involving the Dyal Water Treatment Plant including the Taylor Creek Reservoir Project and the City's ten-year Consumptive Use Permit (CUP) review with the St. Johns River Water Management District (SJRWMD). During that time period, the City has worked through the City Attorney's office to retain the services of Water Resource Associates, Inc. (WRA) to provide technical water resource consulting assistance. WRA has gained considerable knowledge about the City's water treatment facilities that would take a new consultant a substantial amount of time to acquire, and retaining a new consultant could hamper current efforts by the City related to pending water resource issues. WRA's familiarity with the City's water treatment facilities is now an asset to the City.

On April 27, 2010, City Council approved a three-year contract with WRA subject to renewals by mutual agreement. The work performed under the agreement is on a task as-needed basis.

On April 9, 2013, City Council approved the First Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida to renew for twelve (12) additional months with the revised schedule of rates and terminating on April 26, 2014.

On April 22, 2014, City Council approved the Second Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida expiring on April 26, 2015.

On March 24, 2015, City Council approved the Third Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida expiring on April 26, 2016.

On April 12, 2016, City Council approved the Fourth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida.
On May 9, 2017, City Council approved the Fifth Amendment to Purchase Agreement expiring on September 30, 2018.

Staff is requesting City Council approval of the Sixth Amendment to Purchase Agreement to renew for twenty-four (24) additional months effective September 30, 2018 through September 30, 2020. All terms and conditions remain the same.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On April 27, 2010, City Council approved a three-year contract with WRA subject to renewals by mutual agreement. The work performed under the agreement is on a task as-needed basis.

On April 9, 2013, City Council approved the First Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida to renew for twelve (12) additional months with the revised schedule of rates and terminating on April 26, 2014.

On April 22, 2014, City Council approved the Second Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida expiring on April 26, 2015.

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Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida expiring on April 26, 2016.

On April 12, 2016, City Council approved the Fourth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida.

On May 9, 2017, City Council approved the Fifth Amendment to Purchase Agreement expiring on September 30, 2018.

RECOMMENDED MOTION:

To Approve the Sixth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective September 30, 2018 through September 29, 2020.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #6

This SIXTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of August 13, 2018 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twenty-four (24) additional months, per the schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on September 30, 2018 and terminating on September 29, 2020.

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

WATER RESOURCE CONSULTANT SERVICES	**CITY OF COCOA**
By: Mark D. Farrell, P.E.	**By: John Titkanich**
(Name) Printed	(Name) Printed
President	**City Manager**
(Title)	(Title)
Signature 8/22/18 Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
6th AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ Mileage at current IRS per mile rates

Postage/Courier and Overnight Delivery Charges/Subcontractors (Actual Cost + 15%)

AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.**, a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting 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. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, 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 Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant 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 Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

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

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 consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

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

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

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant 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 Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

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

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant 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 Consultant'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 Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

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

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

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

5.7 Payment Offsets. To the extent that Consultant 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 Consultant for any money owed to the City by Consultant.

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 Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 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 Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant 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. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

8.1 Consultant 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 Consultant 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, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant 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 Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

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

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

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

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

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

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

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant 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 Consultant who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant 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, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

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

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

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written 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.

19.0 FORCE MAJEURE

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

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any 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 City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement 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 Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

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

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

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

34.0 INDEMNIFICATION

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

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant'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 Consultant's own personnel.

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

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant 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 Consultant for itself and its Subconsultants, if any, certifies that:

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

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

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

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

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

CITY:
CITY OF COCOA *

By: _____
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By: _____
Print Name/Title: Mark D Famell, Pres

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit "A"

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

WRA Water Resource Associates