City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, August 24, 2021

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-556 Approve the Agenda for the Regular meeting of August 24, 2021, as presented or with amendments.

Attachments: 08-24-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-557 Approve the Minutes of the Regular meeting of July 13, 2021, as written or with amendments.

Attachments: 07-13-2021 Minutes ADA.pdf
Exhibit A - Police Report - 1125 N Indian River Dr.pdf
Exhibit B - Skate Park Pictures.pdf
Exhibit C - Statement by Councilmember Koss.pdf

II.2(b) 21-558 Approve the Minutes of the Regular meeting of July 27, 2021, as written or with amendments.

Attachments: 07-27-2021 Minutes ADA.pdf
Exhibit A-Presentation by Dr. Mark Mullins.pdf
Exhibit B-Tree Beauty Contest Presentation.pdf
Exhibit C-Cocoa Conservation Trail Update by J. Riggs.pdf
Exhibit D-Truth in Millage (TRIM) Presentation.pdf
Exhibit E-Outdoor Dining Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-543 Recognition of Denise Stewart as Cocoa High School's Assistant Principal of the Year. (Mayor Blake)

III.2 21-564 Presentation on the Community Garden. (Marlene Weiss, Sustainability Advisory Board Member)

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 21-511 Approve a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Work on the Interior Chambers of the Surface Water Ozone Contact Unit at the Dyal Water Treatment Plant Utilizing Houston-Galveston Area Council (H-GAC) National Cooperative Purchasing Contract TP07-18, effective July 1, 2018 through June 30, 2022 in the Amount of $1,079,074; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $108,000 (approximately 10%) for a Project Total of $1,187,074, Project No. WS21OU; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-102-T. (Utilities Director)

Attachments:
- Proposal 8078 FL Cocoa Ozone Rehab RV2.pdf
- Original HGAC Agreement 12.13.11.PDF
- Approved Request Permission to Piggyback.msg
- Budget Resolution 8.24.21.docx
- BAF 21-102-T-UT-Geo-Polymer Recoating (8-24-21) Agenda 21-511.pdf
- HGACBuy Terms & Conditions - Bid TP07-18.pdf
- Resolution - Project Contingency.doc
- Vortex - HGAC Agreement.pdf
- GeoKrete-Line-Card.pdf
- Vortex Services COI EXP 12.11.21.pdf
- Vortex Services LLC Name Change Info.pdf
- Amendment 1 contract extension TP07-18-Vortex Services, LLC.pdf
- FULLY EXECUTED_Standard Form for New Piggyback Contract No. H-GAC_0
- HGACBuy Cocoa Participation Proof.pdf

V.2 21-513 Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. 77443 with Connect Consulting, Inc. for Continuing Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services; To Approve a Resolution Amending the FY21 Budget; BAF # 21-106-PT. (Utilities Director)

Attachments:
Cocoa FY 2021-PO 77443 Change Order Proposal.pdf
Budget Resolution 8.24.21 CCI.docx
BAF 21-106-PT-UT-Well-Field Maintenance (8-24-21) Agenda 21-513.pdf
Connect Consulting COI exp. 9.28.21.pdf

V.3 21-534 Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. #77438 with Bright House Networks (Spectrum) for Dyal WTP Fiber Services for the Remainder of FY2021. (Utilities Director)

Attachments:
Banana River Pump Station - Ethernet.pdf
10_27_2020 Journal.pdf
2020-219 (Amending FY 2020 Budget_ Spectrum Network Service for Ethernet)
2020-220 (Sole Source_ Spectrum Ethernet Services).pdf
Agenda 20-658.pdf
Page 6.pdf
Viera Pump Station - Ethernet.pdf
INV. 030586701070621 495.30.pdf
INV. 029755401063021 560.91.pdf

V.4 21-545 Approval for the City of Cocoa to accept the donation of a Western Shepard and a Belgian Malinois to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and the Brevard Kennel Club and to approve a Resolution amending the FY2021 budget, BAF# 21-109-A. (Chief of Police)

Attachments:
Maverick and Draco Waiver of Liability and Hold harmless.docx
Brevard Kennel Club Donation.pdf
Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-109-A-PD-K9 Donation (8-24-21) Agenda 21-545.pdf

V.5 21-546 Approval to apply for forty-three Philips Heart Start FRx Automated External Defibrillators (AEDs) through AEDGrant.com. (Chief of Police)

Attachments:
AED Grant Application.pdf
08.04.2021 AED Grant memo.docx
AED Grant Internal Application Updated.pdf

V.6 21-548 Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2021 through September 30, 2022, with an estimated annual premium of $188,626, pending approval of the FY2022 budget. (Administrative Services Director)

Attachments: Cocoa WC Excess Quote FY22_Redacted.pdf

V.7 Approval of revised COVID-19 Emergency Paid Sick Leave Policy extending benefits through September 31, 2021. (21-568). (Administrative Services Director)

MULTI-YEAR CONTRACTS:

V.8(b) 21-542 Approve for City Manager to Negotiate Contract to Award Bid No. 21-21-COC to Lord & Company, Fort Mill, South Carolina for the Upgrade of Lift Station SCADA RTU Panels, Project No. WS21LS; To Approve as a Multi-year Contract from FY2021 through FY2025; Pending Approval of FY22 through FY25 Budgets. (Utilities Director)

Attachments: Bid Summary B-21-21-COC.pdf
Master Bid Tabulation Sheet FINAL B-21-21-COC.pdf
Lord & Company Bid ITB-B-21-21-COC.pdf
Bid B-21-21-COC Price Schedule (Revised).pdf
B-21-21-COC Jerry Sellers Lift Station RTU Panel Upgrades .pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 21-503 City of Cocoa Parks Improvements and Concept Plans Presentation. (Public Works Director)

Attachments: Parks Presentation 7-27-21.pptx

VII.2 21-537 Review and select from the submitted artwork designs for the Public Street Art in front of the Historic Cocoa Village Playhouse.

Attachments: final Submissions for Council.pdf

VII.3 21-565 Staff is presenting two existing City Code sections for Council's consideration and direction: (1) Sec. 6-900 (b) (9), declaring it a public nuisance for any person to permit "a motor vehicle [to be] parked anywhere within the front or corner side yard area, except on city approved and permitted driveways;" and (2) Appendix A-Zoning, prohibiting fencing or walling vacant properties within residential zoning districts. (Interim Community Services Director)

VII.4 21-570 Approval of a Lease Agreement with Family Promise of Brevard, Inc. (City Manager)

Attachments: Family Promise Cocoa Firehouse Lease (O3308322-4x9F8AD) CLEAN.docx

VIII. CITY BUSINESS:

VIII.1 21-540 Staff recommends the approval on First Reading an Ordinance adopting the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract. (Public Works Director)

Attachments: Ordinance - Establishing Solid Waste Contract and Rates.docx
Ordinance - Exhibit A - Solid Waste Agreement FINAL Eff 10-1-21.pdf
Ordinance - Exhibit B - Customer Rates with Admin Fees.pdf
Service Area Map (Res Garbage Only).pdf

IX. INFORMATIONAL AGENDA:

IX.1 21-541 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 7/31/2021. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.20 thru 7.31.21.pdf

IX.2 21-549 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: CM-Change Orders 7-31-21.pdf

IX.3 21-550 FY 2021 Budget Adjustment Report. (Finance Director)

Attachments: July FY 2021 EXPENSE Budget Tracking Worksheet.pdf
July FY 2021 REVENUE Budget Tracking Worksheet.pdf

IX.4 21-551 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification Report -July 2021.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
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A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

Legislation Details (With Text)

File #:	21-556	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/16/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of August 24, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-24-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 16, 2021
Agenda Date: August 24, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of August 24, 2021, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of August 24, 2021, as presented or with amendments.

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Agenda[1]
City of Cocoa
Regular Meeting of The City Council

Date: August 24, 2021
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 24, 2021. (21-556)

2. Minutes: (a) Regular Meeting of July 13, 2021 (21-557)
(b) Regular Meeting of July 27, 2021 (21-558)

III. Awards and Presentations:

1. Recognition of Denise Stewart as Cocoa High School's Assistant Principal of the Year. (21-543). (Mayor Blake)

2. Presentation on the Community Garden. (21-564). (Marlene Weiss, Sustainability Advisory Board Member)

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

[1] **THIS AGENDA MAY BE AMENDED UP UNTIL THE CITY COUNCIL MEETING ON 8/24/2021**

agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Work on the Interior Chambers of the Surface Water Ozone Contact Unit at the Dyal Water Treatment Plant Utilizing Houston-Galveston Area Council (H-GAC) National Cooperative Purchasing Contract TP07-18, effective July 1, 2018 through June 30, 2022 in the Amount of $1,079,074; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $108,000 (approximately 10%) for a Project Total of $1,187,074, Project No. WS21OU; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-102-T. (21-511). (Utilities Director)

2. Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. 77443 with Connect Consulting, Inc. for Continuing Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services; To Approve a Resolution Amending the FY21 Budget; BAF # 21-106-PT. (21-513). (Utilities Director)

3. Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. #77438 with Bright House Networks (Spectrum) for Dyal WTP Fiber Services for the Remainder of FY2021. (21-534). (Utilities Director)

4. Approval for the City of Cocoa to accept the donation of a Western Shepard and a Belgian Malinois to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and the Brevard Kennel Club and to approve a Resolution amending the FY2021 budget, BAF# 21-109-A. (21-545). (Chief of Police)

5. Approval to apply for forty-three Philips Heart Start FRx Automated External Defibrillators (AEDs) through AEDGrant.com. (21-546). (Chief of Police)

6. Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2021 through September 30, 2022, with an estimated annual premium of $188,626, pending approval of the FY2022 budget. (21-548). (Administrative Services Director)

7. Approval of revised COVID-19 Emergency Paid Sick Leave Policy extending benefits through September 31, 2021. (21-568). (Administrative Services Director)

(B) Multi-Year Contracts:

8. Approve for City Manager to Negotiate Contract to Award Bid No. 21-21-COC to Lord & Company, Fort Mill, South Carolina for the Upgrade of Lift Station SCADA RTU Panels, Project No. WS21LS; To Approve as a Multi-year Contract from FY2021 through FY2025; Pending Approval of FY22 through FY25 Budgets. (21-542). (Utilities Director)

VI. Public Hearings:

None.

VII. Council Business:

1. City of Cocoa Parks Improvements and Concept Plans Presentation. (21-503). (Public Works Director)

2. Review and select from the submitted artwork designs for the Public Street Art in front of the Historic Cocoa Village Playhouse. (21-537). (Assistant to the CM/PIO)

3. Staff is presenting two existing City Code sections for Council's consideration and direction: (1) Sec. 6-900 (b) (9), declaring it a public nuisance for any person to permit "a motor vehicle [to be] parked anywhere within the front or corner side yard area, except on city approved and permitted driveways;" and (2) Appendix A-Zoning, prohibiting fencing or walling vacant properties within residential zoning districts. (21-565). (Interim Community Services Director)

4. Approval of a Lease Agreement w/Family Promise of Brevard, Inc. (21-570). (City Manager)

VIII. City Business:

1. Staff recommends the approval on First Reading an Ordinance adopting the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract. (21-540). (Public Works Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 7/31/2021. (21-541). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-549). (Finance Director)

3. FY 2021 Budget Adjustment Report. (21-550). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (21-551). (Finance Director)

X. Reports:

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

XI. Adjournment:

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telephone at (321) 433-8484 or via email at cshealy@cocoafl.org. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

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Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 16, 2021
Agenda Date: August 24, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of July 13, 2021, 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 13, 2021, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

July 13, 2021

A Regular City Council Meeting was held on Tuesday, July 13, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Reverend Homer Brown provided the invocation and Mr. Didier Menard led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Evander Collier, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Interim Community Services Director; Samantha Senger, Assistant to the City Manager/PR Specialist; and Mitchell Lawyer, Acting Chief of Technology.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 13, 2021 (21-451)

*** MOTION by Mayor Blake; Seconded by Deputy Mayor Goins, to amend the agenda to add Consent item V.5, approval of a Budget Resolution amending the FY21 budget to transfer funds from the CDBG account to the Section 108 Loan account in order to cover the prepayment of the Section 108 Loan due in July.**

Ayes: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED (5-0)

2. Minutes: (a) Regular Meeting of June 8, 2021 (21-452)
(b) Regular Meeting of June 1, 2021 (21-475)

*** MOTION by Councilmember Hearn; Seconded by Councilmember Dyal, to approve the Minutes of the Regular Meeting of June 8, 2021 and the City Council Workshop Meeting of June 1, 2021 as written.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. PAL Basketball Coach and Player Recognition. (21-434). (Deputy Mayor Goins)

Deputy Mayor Goins recognized the athletes and coaches from Cocoa PAL and invited them up for a photo with the City Council.

2. Proclamation for Eumari Dixon. (21-488). (Mayor Blake)

Mayor Blake presented a proclamation to Mr. Eumari Dixon, a heroic Cocoa High School student, for stopping to assist a local elderly man who was experiencing a medical emergency on the side of the road. Mr. Dixon stayed and assisted the Rockledge Police Department until Fire Rescue arrived and was able to provide the man with the medical attention he needed.

IV. Delegations:

Mr. John Niland, 121 Island Pl., Orchid, FL thanked the Council for their efforts in serving this community. He explained that he has come to speak about fluoride

and what fluoride is. He shared that the FDA recognizes that it is a drug and pointed out that adding fluoride to water is only for the purpose of medical treatment and everyone should have the option to decide whether or not they wish to ingest this chemical into their body. Furthermore, no elected official can force this regardless of how well intentioned or how well informed they believe to be.

Tank Sherman, 1125 N Indian River Dr., shared a concern regarding speeding on N. Indian River Drive. He shared that his wife filed a police report regarding a specific incident that happened on their street. He provided photos[1] to Council and reviewed them in order to provide further explanation of the incident.

Keno Diefenderfer, 506 Donley St., provided the Council with a potential design idea[2] of a skate park that could be built at the Joe Lee Smith Center.

Elizabeth Baker, Merritt Island, works for an organization that represents a property located at 800 N. Fiske Blvd. in Cocoa. She explained that they are experiencing a big issue with litter. She has received notifications from the City that they may begin to incur fines if they do not do something to clean it up. She shared that they have tried many different things including having extra maintenance workers there to help clean it up but she feels stuck and is asking the Council for their support. In response, Councilmember Hearn stated that he will get with Mr. Chris Hattaway and the Police Chief as well as members of the community to assist with problem.

Rev. J.B. Dennis, 3710 Catalina Dr., congratulated Chief Collier for cleaning up Provost Park in record time. Additionally, he spoke about police reform and pointed out that the Police Advisory Board has no investigative authority which is no use to Chief Collier. He has submitted several petitions and asked the City Manager and Chief Collier to consider giving the board investigative powers.

Phyllis Moscoso, 2209 Catawba Dr., spoke about the Brevard Museum and the progress they are making. They have met with staff and have filed to become a 501(c)3 organization. She asked if there is anything Council can do to put on the record that they have acknowledged their efforts in saving the museum. In response, Mayor Blake explained that the City Manager and the City Attorney need to collaborate and progress will be made from there.

[1] Exhibit A: Photos provided by Tank Sherman
[2] Exhibit B: Skate park design by Keno Diefenderfer

Councilmember Koss asked the Council if they would be willing to affirm their support that way the people know they have it.

Deputy Mayor Goins added that he feels the Council should wait until the 501(c)3 is approved before they dive any further.

Paul Kamus, 116 Olive St., talked about the European olive tree, named Love, that is in Taylor Park that was donated to the City. He encouraged everyone to visit the tree in the park and to scan the QR code on it to learn about the story of Love.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to extend Delegations for twenty minutes.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Homer Brown, 992 Demaret Dr., shared a concern about residents at Arlington Apartments because they have nowhere to park. This has created a catch twenty-two because they cannot park on his vacant lot next door either or he will be cited by Code Enforcement. He would also like to put up a fence to protect the property but the City does not permit fences to be installed on vacant properties. He asked the City for help. In response, Deputy Mayor Goins asked if Council and staff can reconsider some of the Code policies and requested that this discussion be brought back at a later time.

Anita Gibson, 451 Stone St., feels the love and support from her community and she appreciates it. She commended Chief Collier for the work he has done so far, however she has requested a cold case unit. She added that she noticed by the Chief's door in his office there is a billboard with cold case photos and she asked that her son be added to it and to make the billboard more visible to the public. In response, Mayor Blake shared that Councilmember Hearn is collaborating with Chief Collier to address all of the cold cases.

Elizabeth Timmons, 111 Coquina Dr., has been volunteering at the Brevard Museum for a little under forty years. She shared that she has two requests, one of which is for the City to clear branches from a tree off of a sign on US1 just before Michigan Ave. which points people in the direction of the museum. She also requested financial support for the museum if possible.

Brenda Fox, 1110 Abington St., asked for an update regarding the repairs of the pool at the Joe Lee Smith Center. In response, Mr. Smith advised that the County is working to make the repairs.

Ms. Fox pointed out that the summer program is half over and the pool is not accessible to the children. Her other issue is with a tree that was cut down by the City across from Save-A-Lot which is fine, however the area needs cleaned up because there is still debris there.

V. Consent Agenda:

(A) General Consent Items:

1. Approval of the Retirement Plans Investment Policy and Committee Charter for the City's 401(a) and 457(b) plans. (21-351). (Finance Director)

2. Approve Amendment No. 1 to Task Order No. 2021-13 with Jacobs Engineering Group, Inc. for Engineering Services for SCADA, Process Control Systems and Instrumentation Support; To Approve a Resolution Amending the FY2021 Budget to Reallocate Funds from Account 424-4020-536.64-15, IT Hardware, Project No. WS18DW to Account 421-4020-536.31-03, Engineering Support, BAF #21-082-A; To Authorize the City Manager to Approve Change Order No. 1 to FY2021 P.O. 77434 with Jacobs Engineering Service for SCADA, Process Control Systems and Instrumentation Support. (21-401). (Utilities Director)

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from Trillium Pumps USA, Inc. of Salt Lake City, Utah, to Replace the Equalization Pumps at the Sellers Water Reclamation Facility. (21-430). (Utilities Director)

4. Approve Resolution # 21-059 to allow the City Manager or Finance Director to Execute Forms and Documents related to the American Rescue Plan Act Funding. (21-486). (City Manager)

5. Approval of a Budget Resolution Amending the Fiscal Year 2021 Budget BAF # 21-096-A to transfer funds from the CDBG Account to the Section 108 Loan Account in order to cover the prepayment of the Section 108 Loan due in July. (21-497). (City Manager)

(B) Multi-Year Contracts:

6. Approve multi-year Contract W1238 with the Florida Department of Corrections for one Inmate Work Squad for a twelve (12) month term beginning on January 1, 2022, including one three (3) year renewal. Authorize the City Manager to approve any additional Department of Correction Inmate Work Squad contracts, Budget Amendments and Purchase Orders, if the Public Works Department can obtain additional Inmate Work Squads under the terms and conditions stated herein. Future years Budget for this service will be included with the adoption of the fiscal year's budget. (21-423). (Public Works Director)

7. Approve a Multi-Year Agreement with P&A Administrative Services, Inc. (P&A Group) for Flexible Spending Account administration services effective October 1, 2021 to September 30, 2025. Authorize the City Manager to sign finalize and execute the associated agreement with City Attorney legal review. (21-466). (Administrative Services Director)

8. Authorize the Mayor and City Manager to execute a Multi-Year Standard Piggyback Contract ADSPO16-130652 with CDW Government (CDW-G) for future software licensing and maintenance purchases and authorize the Mayor and City Manager to execute all future extensions and amendments to the Software Value-Added Reseller (SVAR) Services, Contract No. ADSPO16-130652 between CDW-G and the State of Arizona. (21-473). (Chief Technology Officer)

9. Council acceptance of the Annual Financial Report for the US 1 Corridor Community Redevelopment Agency for Fiscal Year 2020. (21-477). (City Manager)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Council consideration and public comment on the allocation of the 2021 Edward Byrne Memorial Justice Assistance Grant in the amount of $13,902. (21-455). (Chief of Police)

Chief Collier expounded on the topic and shared that the goal is to be one of the top elite police departments in the state and in order to do that the officers need to

be provided proper training. He is committed to doing this and this grant will help them do that.

Mayor Blake opened the hearing to the public for questions and comments. There being no further comment, the public portion of the hearing was closed.

* **MOTION by Councilmember Dyal; Seconded by Councilmember Koss, to approve the allocation of the 2021 Edward Byrne Memorial Justice Assistance Grant in the amount of $13,902.00.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Conduct a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV. (21-470). (Interim Community Services Director)

Ms. Neuterman provided a brief background on the item.

Mayor Blake opened the hearing to the public for questions and comments.

Paula Schroder, representing Aging Matters of Brevard, 3600 King St., explained that this stable home program was something they rolled the dice on and only twenty to thirty thousand dollars is typically awarded, however they were fortunate enough to receive almost eighty thousand dollars. Over the last year especially, they have received many phone calls from people in various situations looking for stable housing. Aging Matters would like to make Cocoa their main focus and this funding will help subsidize people with their rent, utilities and other expenses. She added that she appreciates the City and everything they have done over the years, even assisting with some of their other programs such as Meals on Wheels.

Mark Sexton, 2515 Stratford Dr., Director of Programs at Family Promise of Brevard, explained their goal is to help people remain stably housed. Last year twenty-seven Cocoa families were assisted which included over eighty children. One hundred percent of people that were helped in 2020 remained stably housed which means none of them were evicted. He thanked Council for their support.

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

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Approve a resolution renaming Fern and Prospect Park to Gilmore Community Park. (21-472). (City Manager)

City Manager Whitten provided a brief background on the topic.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to approve a resolution renaming Fern and Prospect Park to Gilmore Community Park.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approve Resolution 2021-058 revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code and repealing Resolution 2021-040 in its entirety. (21-479). (City Manager)

* **MOTION by Councilmember Hearn; Seconded by Councilmember Dyal, to approve a resolution revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code and repealing Resolution 2021-040 in its entirety.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

X. Reports:

City Manager Whitten shared that Angela Essing made the front cover of BBN which has a nice article regarding all of the positive things happening in Economic Development.

Additionally, he recognized and congratulated Samantha Senger as being one of about one hundred to become a Public Relations Counselor.

Lastly, he congratulated the Council for what they did to save Save-A-Lot. He acknowledged that the business is experiencing significant growth and had one of the best weeks in sales last week that they've had in about ten years.

Ms. Senger shared that the following events are coming up:

- School Supply Drive on July 31st from 9am-2pm at Cocoa Walmart
- Food truck event and School Supply Giveaway at Provost Park on August 7th from 11am-2pm
- Wallen Park Dedication Ceremony on August 7th at 9am
- Unveiling of the Rosa L. Jones Memorial Mural Installation at the traffic circle at Rosa L. Jones and Brevard Ave. in Cocoa Village on August 14th at 10am

She also added that the tree beauty contest is wrapping up and thanked everyone for their submissions.

Furthermore, Ms. Senger thanked those who came out to the July 4th celebration as everyone had a great time. She recognized Leisure Services and the interns that helped to set up this phenomenal event.

Lastly, she pointed out that there are only two spaces available for the upcoming Citizens Academy if anyone is interested.

Ms. Neuterman shared that the Diamond Square CRA Residential Paint Program and Residential Beautification Program applications are now online and can be found at www.choosecocoa.org. Applicants can submit their application online along with other supporting documentation to be selected to participate.

She also mentioned the wall raising ceremony for the Female Veterans Village in Diamond Square. This is the third of six homes being built for female veterans who have experienced financial hardships and homelessness. She thanked the Mayor, City Manager and Councilmember Koss for coming out in support.

Chief Lamm gave an update on Covid-19 numbers. He encouraged the public to get vaccinated and pointed out that there are plenty of places you can go to do so. Additionally, he asked everyone to keep the families of everyone affected by the collapse of the condos in Surfside, Florida in their thoughts and prayers.

Chief Collier shared that the Police Department has a community walk coming up on July 21st at 6pm in the Royal Gardens area on Fiske Blvd. and a community forum will be held afterwards on Donley St.

Mayor Blake thanked everyone for the July 4th event. It was good, clean fun with no accidents. He added that he also had a great time at the Veteran's Build event and felt that last week's budget workshop was a success.

He acknowledged Superintendent Dr. Mark Mullins on becoming the new Area IV Director. He asked Council and the City Manager if Dr. Mullins could come to the next Council meeting to speak. He also congratulated Deputy Mayor Goins on a job well done at the event that was held for Rockledge Councilman Shaun Ferguson.

Councilmember Koss spoke about the rejection of the presentation that was brought before the Council at the last meeting regarding Sustainability. She stated[3] the following:

"I have apologized to Mayor Pro Tem Raymond, as I hope other council members will, for the rejection of the Cape Canaveral Team from Cocoa chambers at the last Council meeting. We sacrificed decorum, we sacrificed respect, for a protocol that does not apply to an educational presentation. They did not come here to tell us what to do or even make recommendations, simply to share their experience. In the Council-Manager form of government, the League of Cities encourages council members to use the presentation part of the agenda and reports to educate colleagues on issues of importance to them. Adhering to sunshine laws, gives us few other options."

[3] Exhibit C: Statement by Councilmember Koss

She explained that she sought direction from the League of Cities and thought it best to make this statement this evening so they can move past this.

Additionally, moving forward, she hopes the Council can collaborate on common goals. She asked for the same respect that all of the other Councilmembers receive.

Councilmember Hearn shared that he thought the July 4th event had a great turn out and it was a nice event.

Also, there was bad weather over the weekend and there was a power line that caught some trees in Fern Meadow and he was one of the firefighters that responded to the scene. He asked if there is anything staff can do to follow up with FPL to ensure that the right of ways are kept clear, especially because we are in the middle of hurricane season.

Councilmember Dyal also thanked staff for the great 4th of July event. He also mentioned the Cops and Kids camp which is a great program. The officers make sure the kids have a great time and he encouraged anyone who can participate in the program to do so.

Deputy Mayor Goins noted that he feels the City is moving in the right direction and better things are on the way.

He also spoke in regards to the pool that was mentioned by Ms. Fox and wants to make sure staff does their due diligence and put a little more pressure on the County to get it fixed for the kids. Additionally, the pool at the Joe Lee Smith Center is hardly ever open after July and that is another discussion that needs to be held.

Lastly, he shared that he attended the School Board meeting this morning and asked the community to get involved in those meetings as well.

XI. Adjournment:

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to adjourn the Regular meeting of July 13, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:51 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Incident Report

Print Date/Time: 07/13/2021 11:18
Login ID: cocoafl\llane

Cocoa Police Department
ORI Number: FL0050200

Incident: 2021-00027346

Incident Date/Time:	7/8/2021 6:51:28 AM	**Incident Type:**	Suspicious Activity
Location:	1125 N INDIAN RIVER DR Cocoa FL 32922	**Venue:**	COCOA
Phone Number:	(321)544-4491	**Source:**	Phone
Report Required:	No	**Priority:**	3 - Low
Prior Hazards:	No	**Status:**	Not In Progress
LE Case Number:		**Nature of Call:**	

Unit/Personnel

Unit	Personnel
58	21149-Myny

Person(s)

No.	Role	Name	Address	Phone	Race	Sex	DOB
1	Caller	SHERMAN, RHETA		(321)544-4491			

Vehicle(s)

Role	Type	Year	Make	Model	Color	License	State

Disposition(s)

Disposition	Count
No Report Taken	1

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.

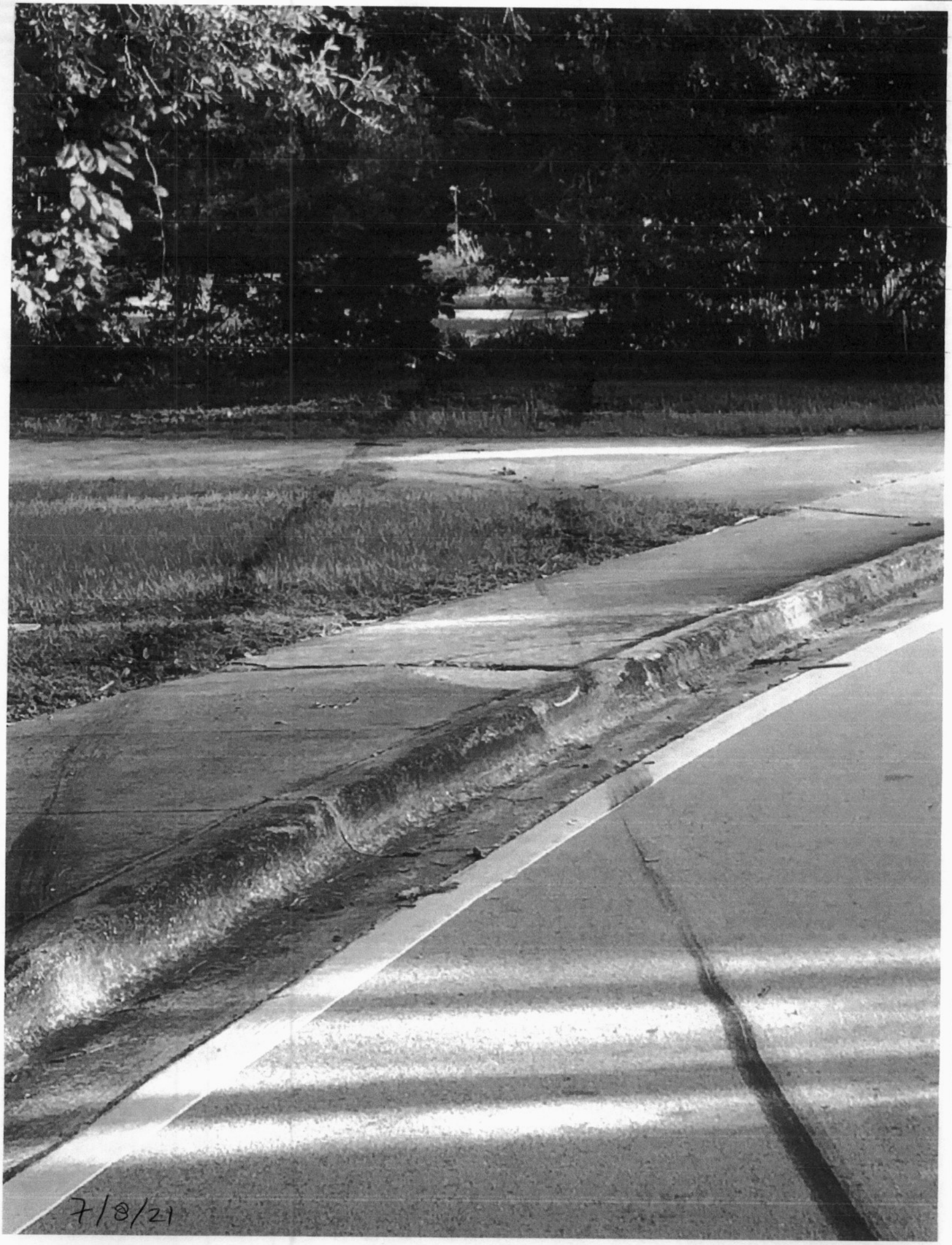
Narrative

07/08/2021 : 07:24:23 cocoafl\emyny Narrative: made contact with caller. An unknown vehicle did not make the curve and skid approx 250ft from the road way into the callers yard causing damage to grass and small tree. a business card and case number were provided. Caller requests more night patrols for speed in the area. Caller also captured pictures and will be providing those to Cocoa City Counsel for speed limit signs.
07/08/2021 : 06:56:19 cocoafl\ksanders Narrative: NFI
07/08/2021 : 06:55:41 cocoafl\ksanders Narrative: ADV IT LOOKS LIKE THE VEH DIDN'T MAKE THE CURB... ALSO ADV THERE IS A PATH AT LEAST 50 YARDS LONG RUNNING THROUGH HER NEIGHBOR'S YARD & HER YARD... UNK VEH DESC
07/08/2021 : 06:54:33 cocoafl\ksanders Narrative: ADV IT LOOKS LIKE A VEH S-4'D IFO HER RESD OVERNIGHT...
07/08/2021 : 06:53:12 cocoafl\ksanders Narrative: 1056 W/COMP @ RESD



7/8/21

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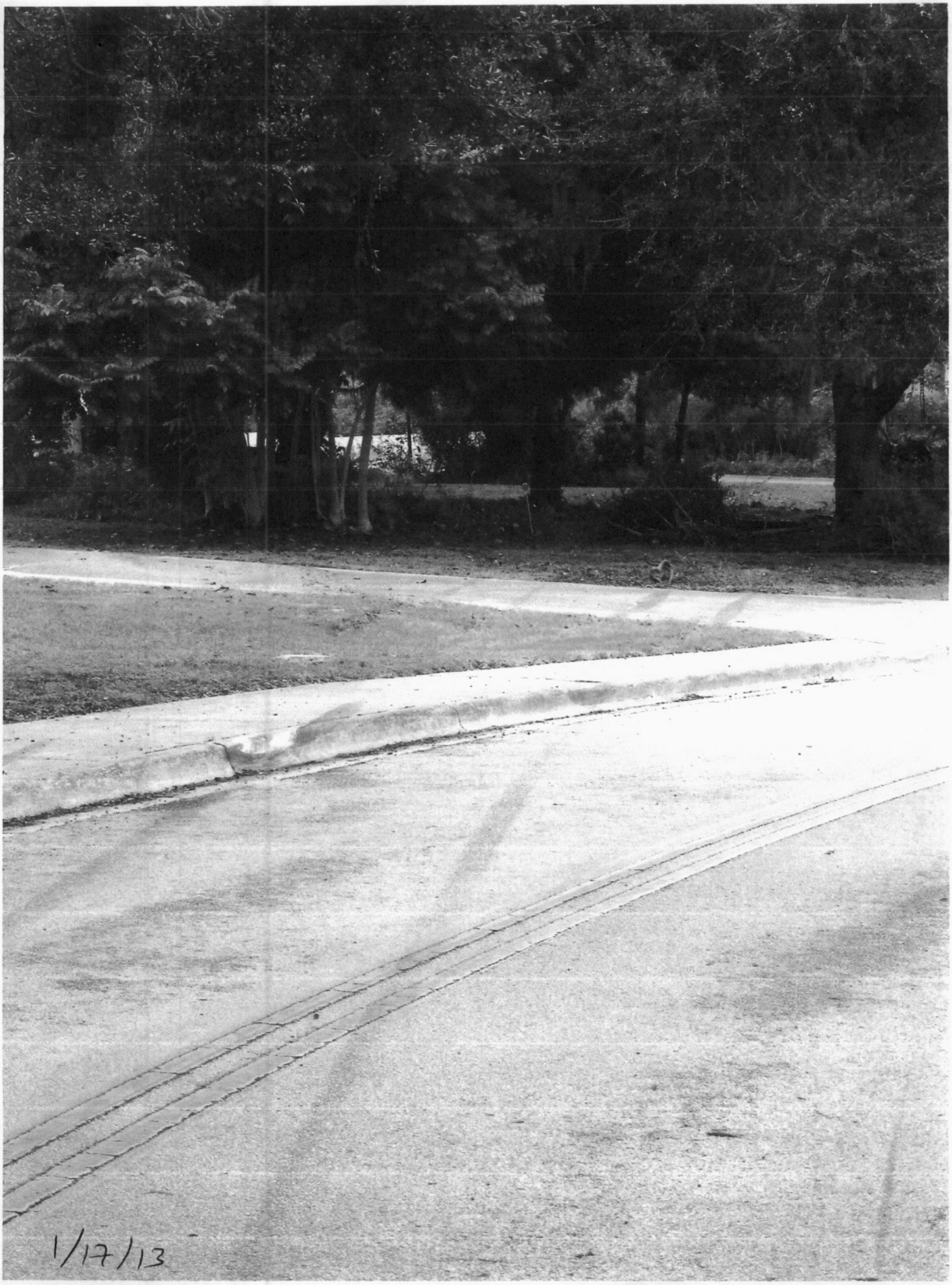
7/8/21



7/8/21


7/18/21

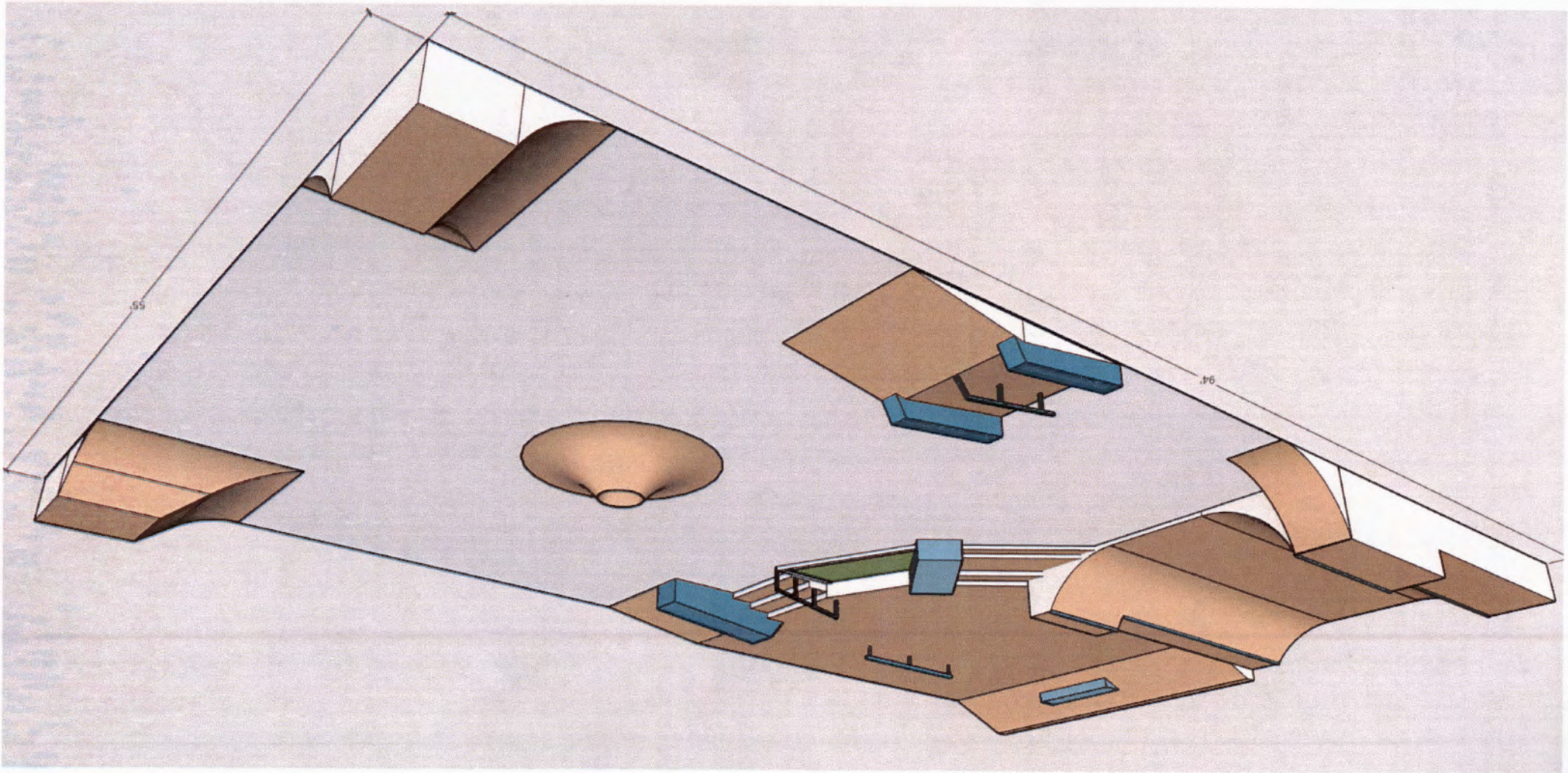
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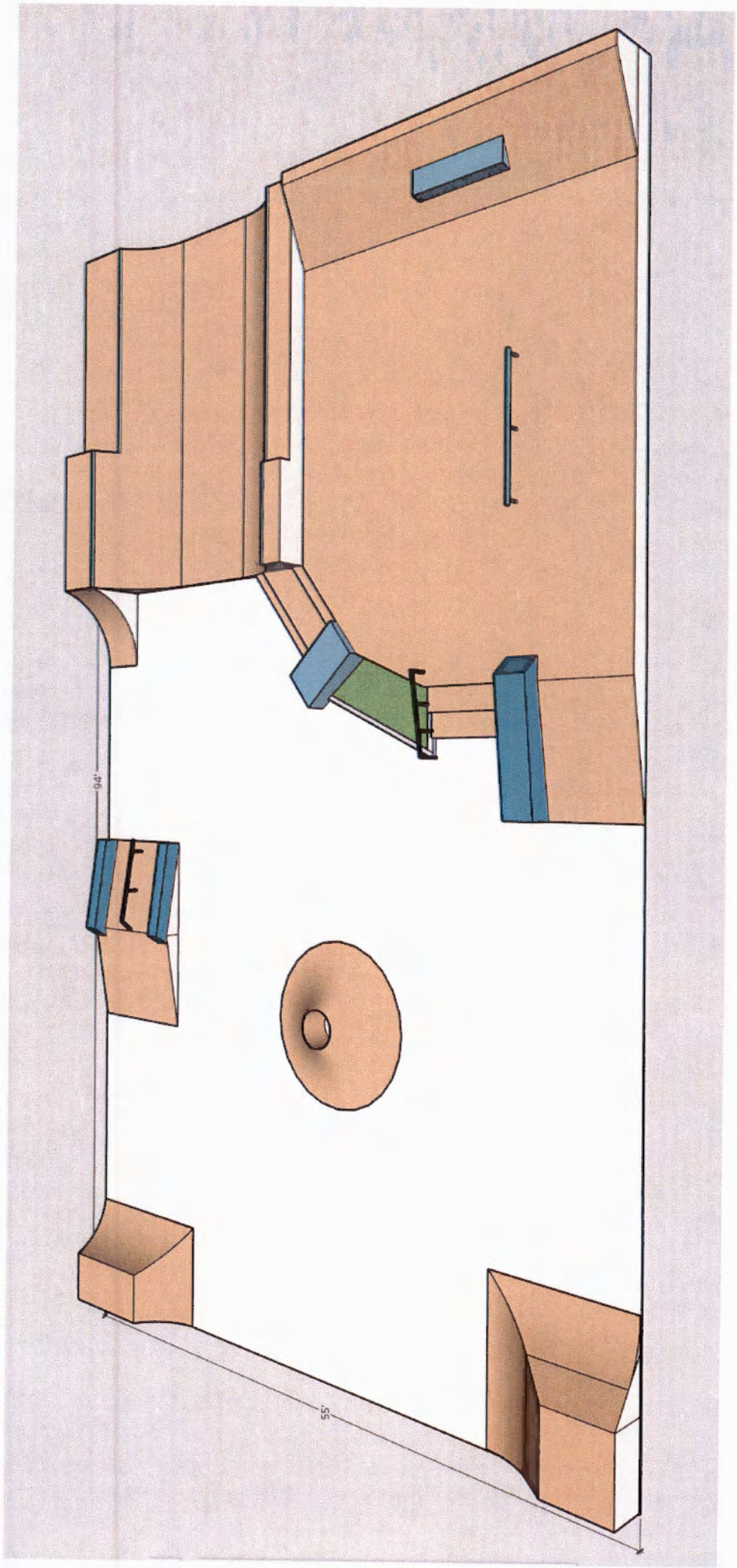

1/17/13

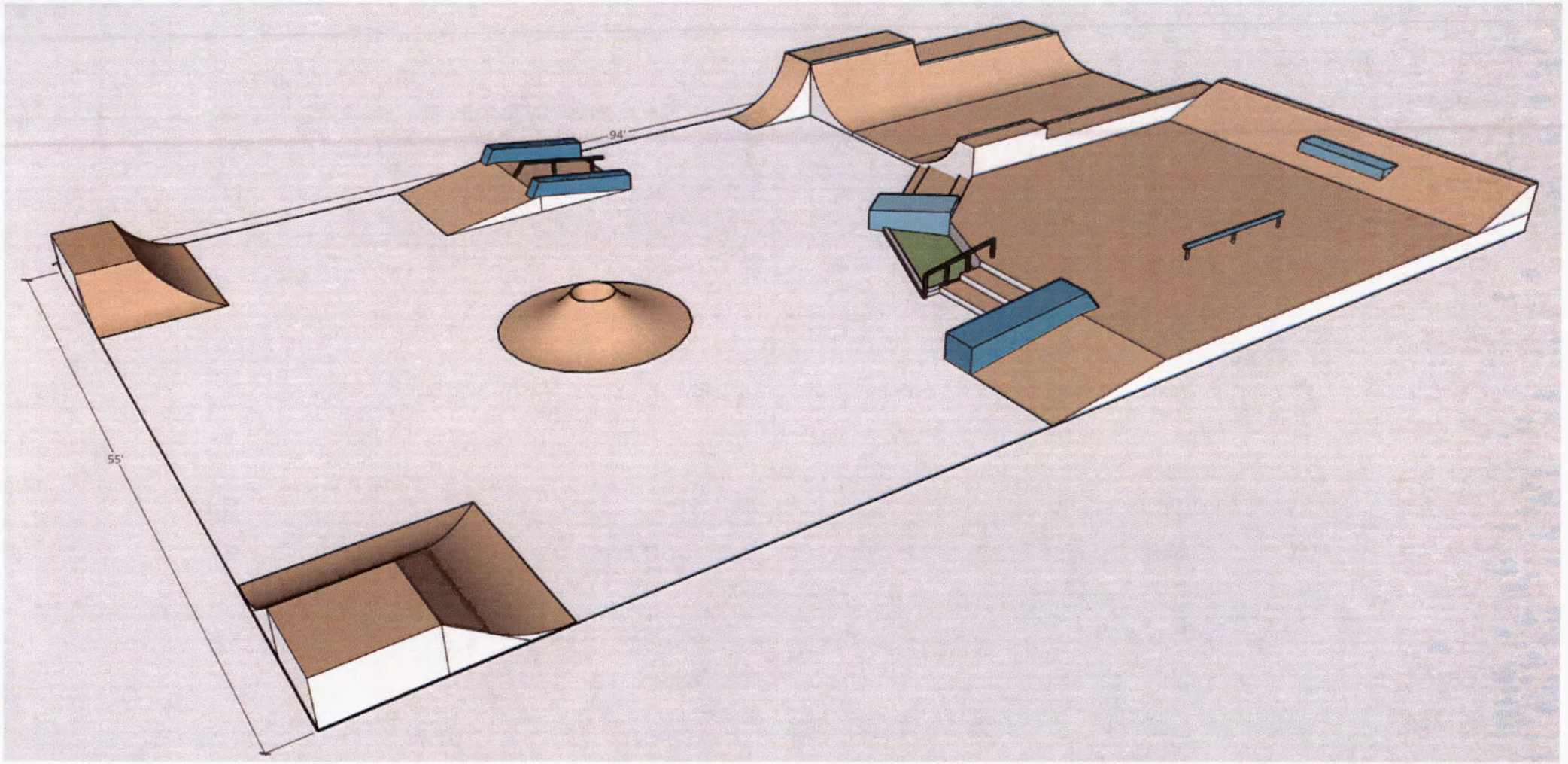
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JAN 2013


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94'
55'

Monica Arsenault

From: Lorraine Koss
Sent: Thursday, July 15, 2021 6:23 PM
To: Monica Arsenault
Subject: statement

This is a formal statement for the public record. I read word for word the paragraph highlighted. The rest is paraphrasing to be managed as you wish.

I have apologized to Mayor Pro Tem Raymond, as I hope other council members will, for the rejection of the Cape Canaveral Team from Cocoa chambers at the last Council meeting. We sacrificed decorum, we sacrificed respect, for a protocol that does not apply to an educational presentation. They did not come here to tell us what to do or even make recommendations, simply to share their experience. In the Council-Manager form of government, the League of Cities encourages council members to use the presentation part of the agenda and reports to educate colleagues on issues of importance to them. Adhering to sunshine laws, gives us few other options.

The rejection of Cape Canaveral was ultimately part of the continued aggression and intimidation directed at me, the only female member of this Council. Am I targeted because I am female? I don't know. However, Council needs to be aware that the impact is not just on me. It is felt by our female citizens who see the hostile work environment on this dais and have complained to me that they are reluctant to come forward for fear they will be treated with the same rudeness. Even worse, as was said to me last week, "After seeing that, I'm so turned off it makes me not want to have anything to do with the city."

I make this statement at the urging of numerous female supporters, constituents, and several Space Coast Councilwomen, who have advised me that I must demand to be treated with the same respect given my male colleagues.

I ask to move forward with the intention of communication, collaboration, and cooperation in all Council matters.

Legislation Details (With Text)

File #:	21-558	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/16/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of July 27, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-27-2021 Minutes ADA.pdf Exhibit A-Presentation by Dr. Mark Mullins.pdf Exhibit B-Tree Beauty Contest Presentation.pdf Exhibit C-Cocoa Conservation Trail Update by J. Riggs.pdf Exhibit D-Truth in Millage (TRIM) Presentation.pdf Exhibit E-Outdoor Dining Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 16, 2021
Agenda Date: August 24, 2201
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of July 27, 2021, 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 27, 2021, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

July 27, 2021

A Regular City Council Meeting was held on Tuesday, July 27, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Councilmember Hearn provided the invocation and students of the Cocoa Works Program led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Evander Collier, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Interim Community Services Director; Lora Howell, Deputy Finance Director; Samantha Senger, Assistant to the City Manager/PIO; and Trevor Roth, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 27, 2021. (21-489)

2. Minutes: (a) Regular Meeting of June 22, 2021. (21-490)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to amend the Agenda to add Item III.1, a presentation by Andy Romine, President of Rockledge Regional Hospital.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn, to approve the Minutes as written for the Regular meeting of June 22, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation by Andy Romine, President of Rockledge Regional Hospital regarding a COVID update. (Chief Lamm)

Mr. Romine advised that Chief Lamm had asked him to provide an update on Covid-19. There is a lot of news out there lately and often times it can be difficult to determine what is fiction and what is not and it has been this way throughout this whole pandemic. He spoke about the current situation and that we are well into another peak of infections when you look at county statistics.

There are about 500-600 positive cases a day, which has more than doubled than a few months ago. The virus is very prevalent in Cocoa and Brevard County and the increase has led to more hospitalizations. He stressed that those who have been vaccinated are not being hospitalized.

He pointed out that his message was that we all know the preventative measures of Covid and he reiterated the importance of the vaccination. They are effective and data shows that there are minimal side effects.

Chief Lamm further advised that when this pandemic started the first responders were having issues getting the vaccine. Rockledge Regional stepped up and they vaccinated officers even though they were in Rockledge. Without the team at the hospital the first responders would have had to wait longer to be vaccinated.

Councilmember Hearn noted that as a first responder he sees the ER on a weekly basis and the overcrowding they are experiencing. He thanked them for doing their best and adjusting to all of the changes.

Ms. McDougall with the school board asked what age ranges they were seeing the most of. In response, Mr. Romine note that the average patient was between 45-55 years old and there have been several much younger than that. Last year the average was 65-75 years old, however, the percentage of vaccinated older adults is much higher than younger ages. They have seen children in the ER but they are not sick enough for hospital admission.

Brad Whitmore, Cocoa Village Main Street, asked if a person was more likely of getting sick without the vaccination. In response, Mr. Romine stated yes. The Delta Variant is the virus that is mutating and much more contagious than a year ago. The vaccines are effective with the Delta Variant.

John Niland, 121 Island Place, asked if this would be considered the spike or should we expect an entirely different spike and should we be prepared like the last time. Mr. Romine advised he did not know and that was a difficult question. If you look at Brevard County testing today and those that are positive, we can expect an increase in hospitalizations in the next six to eight weeks. Beyond that it is difficult to tell.

Deputy Mayor Goins knows there are a few people who have passed away this week in the City of Cocoa and there is a major discussion on social media because these deaths are coming closer to home. He asked if there are any vaccine events coming up.

Ms. Senger advised they are posted on the website and they are continuously doing vaccine events in the county, as well as almost every pharmacy has the vaccine available now.

Chief Lamm noted the reason they are not seeing so many sites is because the state shut down those sites to try to get these out to pharmacies. The vaccine is readily available anywhere you want to go.

Mayor Blake asked that all look at the importance of vaccines, he respects everyone’s rights, but knowledge is power.

2.~~1~~. Presentation by Dr. Mullins, Superintendent of Brevard Public Schools. (Mayor Blake)

Mayor Blake introduced Dr. Mullins and acknowledged School Board Member McDougall and Principal Wilson from Cocoa High School.

Dr. Mullins thanked the Mayor for the opportunity and was excited to share some opportunities for the students in the upcoming school year. He provided a quick update of all of the statistics during the last school year and obstacles they faced but overall found ways for the school year to be a success.

He spoke about the heroes, including teachers, food service works, and public safety.

They are reopening to full in person learning two weeks from today. Many teachers are already back and formally return on Monday, August 2, 2021.

He provided a presentation[1] and spoke about the Thrive by Five program. He gave each member of Council a Thrive By Five bag which includes literature, a book, and cloth, and is given out to birthing centers in Brevard. He stated that he spoke about this at the SCLC meeting and would like the cities to adopt a resolution to be a community to support their children to Thrive by Five. He further pointed out that Councilmember Koss was in support and wanted Cocoa to be the first city to adopt this resolution.

His goal is that a family cannot go to the hardware store, grocery store, etc. without seeing the Thrive by Five program. This could be a great thing that we can all come together to support kids.

He spoke about the continued growth and expansion of the career and technical education programs in schools and provided a breakdown of what the different schools throughout the county offer.

There are exciting opportunities for students in Brevard County and Cocoa High as well.

Councilmember Dyal asked if there are any masonry programs. Dr. Mullins noted Cocoa High School has that program.

Dr. Mullins noted they are looking to expand the intern possibility because he believes when students leave they will be better equipped for entering the workforce.

He thanked Cocoa for being a pioneer for helping to give kids that workplace experience and for allowing him to do this presentation.

Mayor Blake agreed and advised that they have talked with business partners who are very interested in having internships within the City of Cocoa.

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[1] EXHIBIT A: Presentation by Dr. Mark Mullins

Council thanked Dr. Mullins and congratulated him on being selected to represent Brevard County on the Board for Superintendents as the Area IV Director.

3. ~~2~~. Presentation of the City of Cocoa's 2021 "Cocoa Works" Summer Youth Employment Program. (21-443). (City Manager/Administrative Services Director)

Ms. Gemmati provided a background for the Cocoa Works Summer internship program. There are four students present and one could not attend. She introduced Jana Bauer with Career Source Brevard as well as Jodi Jackson from Career Source Brevard. This is the fifth year of this program and she pointed out that they could not do it last year due to Covid. This year was a smaller group.

Ms. Bauer thanked Council and staff and stated that they appreciate the relationship with Cocoa. She spoke of the importance of these internships and the training the students get and what it does to help them grow.

Ms. Gemmati added that this is a five-week paid internship with Cocoa and Rockledge students. It includes a training session prior to the internship where other skills are learned.

Ms. Gemmati acknowledged each student and provided them with a Certificate.

4. ~~3~~. Announce the winning entries of the first annual Tree Beauty Contest. (21-504). (City Manager)

Ms. Senger provided a presentation[2] and provided information on the Tree Beauty Contest. She announced that there were twelve submissions and seven winning entries.

She thanked the contest committee and was grateful as they were able to help establish the criteria and helped with judging.

Councilmember Koss announced the winners and mentioned that photos would be displayed in the lobby of City Hall. Signs will also be placed on all of the trees.

Councilmember Koss noted that this was a great way to educate people and hoped to do an Arbor Day event next year.

Winners were:

- Most Colorful- submitted by Dan Quattrocchi (not in attendance)
- People's Choice- submitted by Janne Etz
- Runner Up for Best Photograph-Mary Kamus

[2] EXHIBIT B: Tree Beauty Contest Presentation

- Best Photograph-Jane Jollay
- Best Community of Trees-Aleck Greenwood
- Most Welcoming-Aleck Greenwood
- Judges Choice-Tammy Carter

IV. Delegations:

John Niland, 121 Island Place, Orchid, Florida, spoke about fluoridation and hoped that everyone understood that fluoride is a medication, chemical and a drug. This is in the water that people are being forced to ingest. He further spoke about different ways that fluoride is used and other chemicals placed in water.

Jennifer Riggs, 1629 N. Indian River Drive, Cocoa, provided an update on the Cocoa Conservation Trails[3]. She advised that there is a group that has come together to get the trails ready and this will be a great asset for Cocoa and cross country events. She noted that about 2/3 of the green trail shown on the slide has been cut and they will begin the red trail next. She felt this was a great resource that the City has.

Mikey Trovages, 509 N. Georgia Ave., Cocoa, owner of Rec 225 and representing Cocoa Village Main Street, announced that Sip and Stroll is back, "Christmas in July", which will be held on July 30th. They will be following all CDC guidelines. Tickets are available on Visit Cocoa Village.com or Facebook.com/Cocoa Village.

Allan Chapman, Executive Director of HCVA, 434 Delannoy Ave., Cocoa, noted that he participated in a conference in New Port Richey and he attended the Florida Historic Cocoa Village Awards. Cocoa Village Main Street was presented with an award. He explained the award in detail and recognized Caroline Sharob for outstanding efforts with Cocoa Village Main Street and he showed the award.

Anita Gibson, 451 Stone Street, Cocoa, voiced two issues she has. One was that the merchants of the stores have allowed her to post flyers of her sons murder and reward. However, she has been out to the National Guard Armory to see if she could place one at Mitchell and Fiske Blvd. but is having a hard time doing so. Secondly, she wanted to know the chain of command at the probation office. She had a personal issue today and would like a review of how they do business. She felt that you cannot get past what they decide to do and there needed to be someone to follow the rules.

[3] EXHIBIT C: Cocoa Conservation Trail update by J. Riggs

V. Consent Agenda:

(A) General Consent Items:

1. Approve the Proposed Joint Pineda Causeway Pipeline Project between the City of Cocoa and the City of Melbourne, Project No. WS18MI, to Quality Enterprises USA, Inc., Naples, Florida; To Approve a Resolution Amending the FY2021 Budget, BAF # 201-100-A and BAF # 21-101-PT. (21-447). (Utilities Director)

2. Approve a Proposal from Reiss Engineering, Inc. (REI), a CHA Company for Engineering Services During Construction related to the Joint Pineda Causeway Water Transmission Main Project between the City of Cocoa and the City of Melbourne. (21-449). (Utilities Director)

3. Approve an Increase to the Contingency for the Wewahootee Sulfuraetor Rehabilitation and Aluminum Dome Repair Project (WS21WS) in the Amount of $34,155 for a Total Project Contingency of $53,950; To Authorize the City Manager to Approve Change Orders to P.O. 78016 with Vortex Services, LLC in an Amount not to Exceed $53,950; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-090-A. (21-468). (Utilities Director)

4. To Approve a Resolution Amending the FY2021 Budget to Reallocate Funds to Purchase a Replacement HVAC unit from Trane, BAF #21-091-T. (21-474). (Utilities Director)

5. Approval to Authorize the City Manager to Sign the Year 2 grant contract from the Florida Department of Agriculture and Consumer Services through the Florida Forest Service for the City of Cocoa's urban forest management plan. Approve a Resolution Amending the FY21 Budget BAF#21-097-A. (21-478). (Public Works Director)

6. To Authorize the City Manager to Approve Change Order #1 to P.O. 77722 with Ovivo USA, LLC in an Amount not to Exceed $41,010 for Clarifier #1 Arm Repair Project No. WS21AR; To Approve a Resolution Amending the FY2021 Budget; BAF# 21-093-T. (21-491). (Utilities Director)

7. Approve entering into a multi-year piggyback agreement with JSR Enterprises East Coast LLC., utilizing Brevard County Contract B# 7-19-73 Fuel Pump, Fuel Site, Tank Repair and Inspection Services for the complete replacement of the existing fuel site and equipment. Approve Resolution 2021-062 to provide a 5%

contingency for unforeseen costs related to this project. Approve a resolution Amending the FY21 Budget BAF's 21-095-T 1 & 2 for the Water/Sewer and Stormwater portion of the project. (21-496). (Public Works Director)

8. Approve and authorize the City Manager to execute a Change Order to the Space Coast Auto Supply Purchase Order #77408 for the NAPA IBS Fleet Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions. (21-499). (Public Works Director)

(B) Multi-Year Contracts:

9. Approve a multi-year renewal of United Healthcare Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2022 to December 31, 2022 and payments to eligible retirees for Medicare Part B reimbursement. (21-469). (Administrative Services Director)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

1. Approve Resolution No. 2021-060, Establishing the Rolled-Back Rate, approve a Proposed Tentative Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2022 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420. (21-495). (Finance Director)

Ms. Bowman provided a presentation[4] to Council and noted this was the first official budgetary meeting and there would be action required after the presentation.

[4] EXHIBIT D: Truth in Millage (TRIM) Presentation

She advised that the resolution establishing the Rolled-Back Rate, the adoption of a proposed Millage Rate, and the setting of the First Public Hearing for September 14, 2021 at 6:00 p.m. would all be done tonight. The public hearing will be held here at City Hall.

Ms. Bowman pointed out that the proposed rate voted for tonight can be reduced when voting for an adopted millage rate, but it cannot be increased.

A history of the Ad Valorem Tax Base was shown as well as the millage and ad valorem revenue history.

She explained the FY 2022 TRIM Rate options in detail as well as explained the reduction of Ad Valorem due to the required TIF payments to the CRA's from the general fund.

Ms. Bowman provided a breakdown of what this meant to single family property owners and a comparison of millage rates amongst all cities in Brevard County was shown.

The FY 2022 staff proposed rate and first public hearing was discussed. Staff's proposed rate is 6.4532.

The FY 2022 tentative budget was reviewed, including general fund revenues by funding source, water/sewer revenues, and stormwater fund revenues. The FY 2022 recommended budget versus the FY 2021 adopted budget was discussed in furtherance as well.

Ms. Bowman explained the rolled back rate after a request for clarification from Mayor Blake.

Mayor Blake asked if there was any public input on this. He felt that Cocoa was doing a lot of great things with business partnerships, a lot of new construction, and feels that we need to provide a quality way of life for the citizens and to be competitive. He likes the proposed rate of 6.4532.

Further clarification was provided on what action was being taken tonight. Attorney Garganese added that they need to approve the resolution which included everything discussed.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve Resolution No. 2021-060, Establishing the Rolled-Back Rate, approve a Proposed Tentative Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2022 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Bowman stated that the 1st public hearing will be on September 14, 2021 at 6:00 p.m. where they will vote for a tentative millage rate and a tentative FY 2022 budget. Additionally, the 2nd public hearing will be held on September 28, 2021 at 6:00 p.m. and they will adopt a final millage rate and will adopt the FY 2022 budget.

2. Staff is requesting approval of option one in regards to outdoor dining with three options listed below: (1) return to offering sidewalk cafes only, (2) continue with outdoor dining or (3) continue with outdoor dining during special events only. (21-506). (Interim Community Services Director)

Ms. Neuterman provided a presentation[5] regarding outdoor dining. She provided a project summary and explained the history of the outdoor dining resolution. She spoke in furtherance of the resolutions approved by council and gave a timeline of those resolutions. Photos were shown of the two outdoor dining areas in the village, Pub Americana and the Village Idiot of which both have active permits.

Options for moving forward and how each of them would effect village operations were discussed.

Ms. Neuterman pointed out that if Council approves option #1 staff could go back and tweak some of the sidewalk provisions.

Councilmember Koss clarified that the concern was that other restaurants would want to put requests in to use spaces in front of their businesses.

In response, Ms. Neuterman explained the issue that the Village Idiot Pub had and pointed out it was a seating issue.

---

5 EXHIBIT E: Outdoor Dining Presentation

Councilmember Koss asked if another option could be proposed to keep spaces for those two businesses and limit the applications moving forward. Ms. Neuterman responded in the affirmative but advised it would not be fair and equitable to other businesses in the city.

Deputy Mayor Goins mentioned that Ms. Neuterman stated there were not many complaints or incidents related to outdoor seating. He further mentioned that Mr. Romine advised of the rising Covid numbers and felt that people like coming to the Village because they can sit outside. He stated that he liked being outside and because of the numbers they needed to extend for sixty days or so.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to extend the resolution in place until numbers go back down.**

Mayor Blake clarified his motion. In response, Deputy Mayor Goins made a motion to extend the previous resolution from June 30th so they can have a café on public parking spaces.

Councilmember Dyal re-clarified that he was requesting sixty more days. Deputy Mayor Goins responded in the affirmative.

Councilmember Hearn asked if the Deputy Mayor would be willing to rescind his motion and add the option to come back earlier than sixty days if there was an increase in businesses wanting to join in the outdoor dining option.

Deputy Mayor Goins advised that when this was originally done there was a date for businesses to submit requests for outdoor dining. When the date ended it was Pub Americana, Dog & Bone, and The Village Idiot. Ossorios also extended their sidewalk café.

Councilmember Hearn agreed to stay with the same guidelines and not to reopen the application process.

Mayor Blake would rather be fair and equitable because there will be others who may want to add.

Pam Shaia, 308 Brevard Ave., Cocoa, stated that Covid is real and asked that they go back to allowing curbside pickup. She has two businesses and represents the merchants. When it was originally approved to extend the seating, parking spaces were also given for curbside assistance. She explained why this is important and noted there were a lot of businesses struggling and believed it would be worse in coming months.

Mayor Blake asked the City Attorney if they kept allowing this type of dining and someone comes barreling down the street and hits a pedestrian inside of the parking square if the City would be liable.

In response, Attorney Garganese advised that was a complicated question and what liability would be involved. If the City wants to extend this program he stated they needed to do it under the rules previously adopted as those require a permit and consideration of pedestrian safety and traffic issues.

Councilmember Koss asked if shop owners would need to reapply. In response, Attorney Garganese pointed out that there are already some operating under the resolution and if it was approved to be extended, that permit would extend. However, if someone had discontinued and wanted to re-establish this they would need to come in and reapply.

Councilmember Koss asked about Ms. Shaia's concern. Ms. Neuterman stated that to her knowledge curbside pickup had expired. The previous resolution did not address curbside.

Ms. Senger added that curbside was not included in the resolutions. City Manager Whitten asked who controlled parking spaces and it was stated that the Chief of Police does that.

Councilmember Koss requested that the motion be amended to extend the resolution for 90 days.

For clarification purposes, Ms. Neuterman advised that the Resolutoin expired on June 30th so if it was extended for ninety days it would go until September 30, 2021.

Deputy Mayor Goins asked if the Dog & Bone used the gazebo instead of parking spots and it was stated yes.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to amend his original motion and extend the Resolution for 90 days from June 30, 2021.**

AYES: Goins, Dyal, Hearn, Koss

NAYS: Blake

THE MOTION CARRIED (4-1)

VIII. City Business:

1. Council approval of the purchase of four (4) parcels on Oleander Street and King Street for the purposes of constructing a municipal parking lot with approximately 40-50 spaces in the amount of $325,000. Council approval to negotiate a long-term easement access lease for a portion of a parcel owned by the City of Cocoa with the owner of a property on Plaza Parkway to provide access to their property. Authorize the City Manager to negotiate the purchase of the four parcels and long-term easement lease agreements. (21-514). (Interim Community Services Director)

   Ms. Neuterman provided a background on this request and noted that all four parcels were located between Oleander and King Streets. Ms. Neuterman spoke in regards to the zoning and that an ordinance could be constructed to allow for a neighborhood parking facility which would benefit churches and businesses around it. She advised Council of staff's recommendation.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve staff's recommendation.**

   Mr. Aleck Greenwood asked if there was a map so that they could see what lots were being discussed. Staff explained and provided a map to him.

   AYES: Blake, Goins, Dyal, Hearn, Koss

   THE MOTION CARRIED UNANIMOUSLY (5-0)

   Multi-Year Contracts:

   None.

IX. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 6/30/2021. (21-481). (Finance Director)

2. Calls for service provided by the Cocoa Fire Rescue Department for the month of June. (21-487). (Fire Chief)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-492). (Finance Director)

4. FY 2021 Budget Adjustment Report. (21-493). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (21-494). (Finance Director)

X. Reports:

City Manager Whitten spoke on the appraisal for Mr. Baldwin's property which was $345,000. He has accepted $325,000. That has been concluded, and it was the four lots and would provide him access agreements to the property we have. It was a great deal. Additionally, in regards to loading zones, the Public Works Director will work on that for curbside pick-up.

City Manager Whitten added that soon it would be required for staff and the public to wear masks inside of city buildings.

Ms. Senger reminded everyone that they were still collecting school supplies and will be at Cocoa Walmart from 9-2 pm on Saturday and on August 7th they will be giving them out at Provost Park from 11-2 pm.

She further reminded them of the Wallen Park dedication on Saturday, August 7th and of the Rosa L. Jones unveiling on August 14th.

Lastly, she announced that the next Citizens Academy class is full. They will be taking applications for backups at this point.

Ms. Neuterman advised that they held the first meetings for the UpStart Cocoa Diamond Square and UpStart Cocoa and that the business selected for Diamond Square was Strategic Capitol Consulting with Purvette Bryant. She explained what her business would entail. In the event that she does not complete what is required Kali's Sweet Treats was selected as the runner-up. The business selected for Cocoa was Chef's Kitchen and the runner-up for that was 8 Esthetics. She was excited to see how this program would go.

Chief Lamm believed that Mr. Romine provided a great overview of the pandemic and it was no surprise because numbers keep going up. He provided local statistics and advised that only 47.5% of Brevard County has received their full vaccinations.

He advised that new CDC recommendations came out this evening and announced that Florida was leading in the Delta Variant and stressed that this is very serious. They are working on more ways to keep citizens and staff safe.

City Manager Whitten noted that staff would bring back the ordinance for masks to reconsider quickly if needed but for now they are required in public buildings and by city employees.

Councilmember Dyal enjoyed the business tour and announced his Town Hall Meeting on August 17th at 6 pm at the Lost Lakes Clubhouse.
He thanked staff for all of their hard work.

Mayor Blake thanked Ms. Essing for the business tour.

Deputy Mayor Goins provided condolences to families who have lost loved ones this week due to Covid.

He gave kudos to Alton Edmond, Mr. Hatcher and Councilmember Hearn for helping repair a fence for a single mom. Mr. Murdick in Code Enforcement reached out and they all helped out.

Deputy Mayor Goins stated the UpStart Program was great and there were some awesome companies who competed for the opportunity to get funds to start their businesses. He asked Council to consider expanding the program.

He thanked all for coming out tonight.

Mayor Blake appreciated the work they did Saturday and spoke of his attendance at the PAL event with Lt. Dellatorre and his wife.

He asked if speed tables could be put out to address speeders on Clearlake.

Mayor Blake announced that he would be working with the Public Works Department tomorrow and gave kudos for the information provided by Mr. Romine.

Councilmember Koss pointed out that in this months' Brevard Delivers Magazine the centerfold provided information on the Lagoon and what causes pollution as well as what can help it.

She provided an update on the Sustainability Advisory Board and mentioned that they are devoting a part of each meeting as an educational session. She provided a listing of upcoming presenters and invited all to come. She asked for help from staff to create a flyer to try to build an audience for these presentations and social media.

This Saturday the Cocoa Rotary will be doing a trash pick-up at Provost Park. They will start about 8 am and will be done by 10 am.

Lastly, she had a great time on the business tour and enjoyed the Chief's walk.

Councilmember Hearn enjoyed the business tour and heard a lot of good feedback from the Chief's walk.

He provided highlights of Cocoa High School's achievements this year and urged kids to get involved with sports and to do their best academically while in school.

Lastly, he asked those who could to visit Bracco Pond as he would love to hear feedback about it.

In closing, Mayor Blake reminded all of the program Thrive at Five and of the importance of reading to you children. He further stated that school was going back soon and to buy local, spend local, and keep it local.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to adjourn the Regular meeting of July 27, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Regular meeting of July 27, 2021 adjourned at 8:37 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, City Clerk

Brevard Public Schools

OUR MISSION: To Serve **EVERY** Student with Excellence as the Standard



CITY OF COCOA COUNCIL MEETING

Mark W. Mullins
July 27, 2021

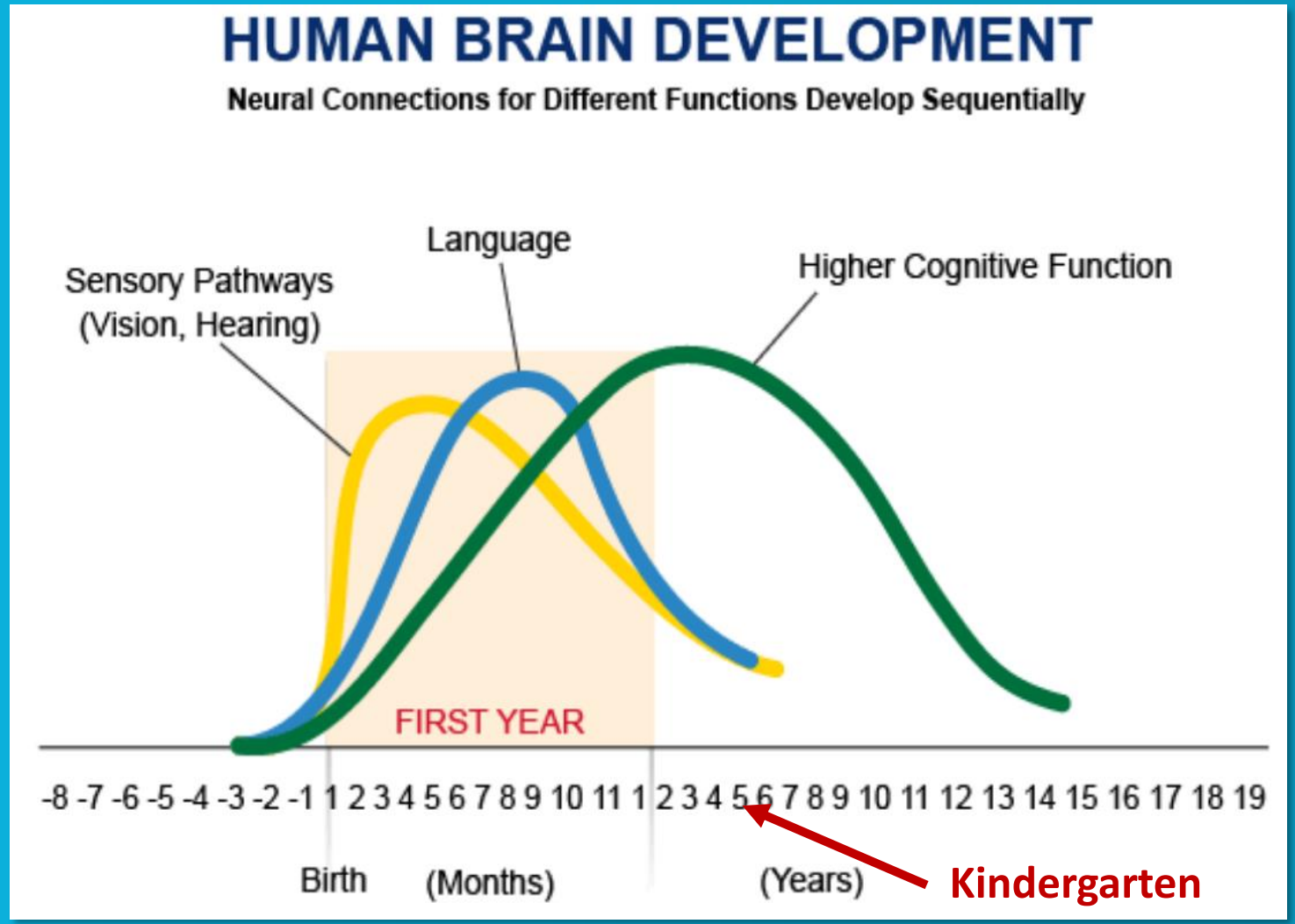
EXHIBIT A: Presentation by Dr. Mark Mullins

BREVARD
THRIVE BY FIVE!

The first five years are critical…

- Brains are wired for learning at birth
- Part genes, but mostly environment
- Driven by responsive interactions with adults and peers

Early learning is an evidence-based game changer



BREVARD THRIVE BY FIVE!

- Overview
- Components
- Team Meeting
- Website Launch

HOME > PARENTS & STUDENTS > THRIVE BY FIVE

Child Development



Ages and Stages

CDC Child Development Basics

Resources by Age

Social Skills and Feelings

Health and Safety

Help Me Grow

Monthly Parent's Pages

"How-To" Videos - The Magic of Everyday Moments

Vroom

EDUCARE





CAREER & TECHNICAL EDUCATION

PREPARING OUR NEXT GENERATION

Career and College Ready



PREPARING OUR NEXT GENERATION

BPS offers 82 different industry certifications, some include:

- Autodesk, Adobe, and Quickbooks
- Chief Architect Apprentice
- Nursing Assistant
- 911 Public Safety Telecommunicator
- FAA Ground School
- Automobile Technician
- Waste/Water Treatment
- Homebuilder's PAC
- HVAC
- Aerospace/Aircraft Assembly
- ServSafe Professional Food Service
- EKG Technician
- Microsoft Technology Associate
  (security, networking, programming, etc.)
- Manufacturing Skill Standards
- Internet Web
  (JavaScript, Site Devt, Social Media, etc.)
- NIMS Machining
  (CNC, drill press, etc.)







2020-21 CTE HIGHLIGHTS



- Teaching Academy at Bayside High: 48 students (a.k.a. Future BPS Teachers)
- New Radio Station at Viera High: 32 students
- Full-Time L3Harris Employment: 10 graduates
- Brevard Public Schools Internships: 15 rising seniors
- Brevard County Government Internships: 4 seniors
- Firefighting Scholarships: 8 graduates
- Welding Apprenticeships: 11 graduates
- 1 student: 21 industry certifications
- MSSC Certified Production Technician (CPT): 7 students
- Perkins Audit: Perfect Evaluation


Rachad T. Wilson
Principal, Cocoa Jr./Sr. High
Brevard
Public
Schools
2:25 / 5:47

THANK YOU

Brevard
Public
Schools

TREE BEAUTY CONTEST

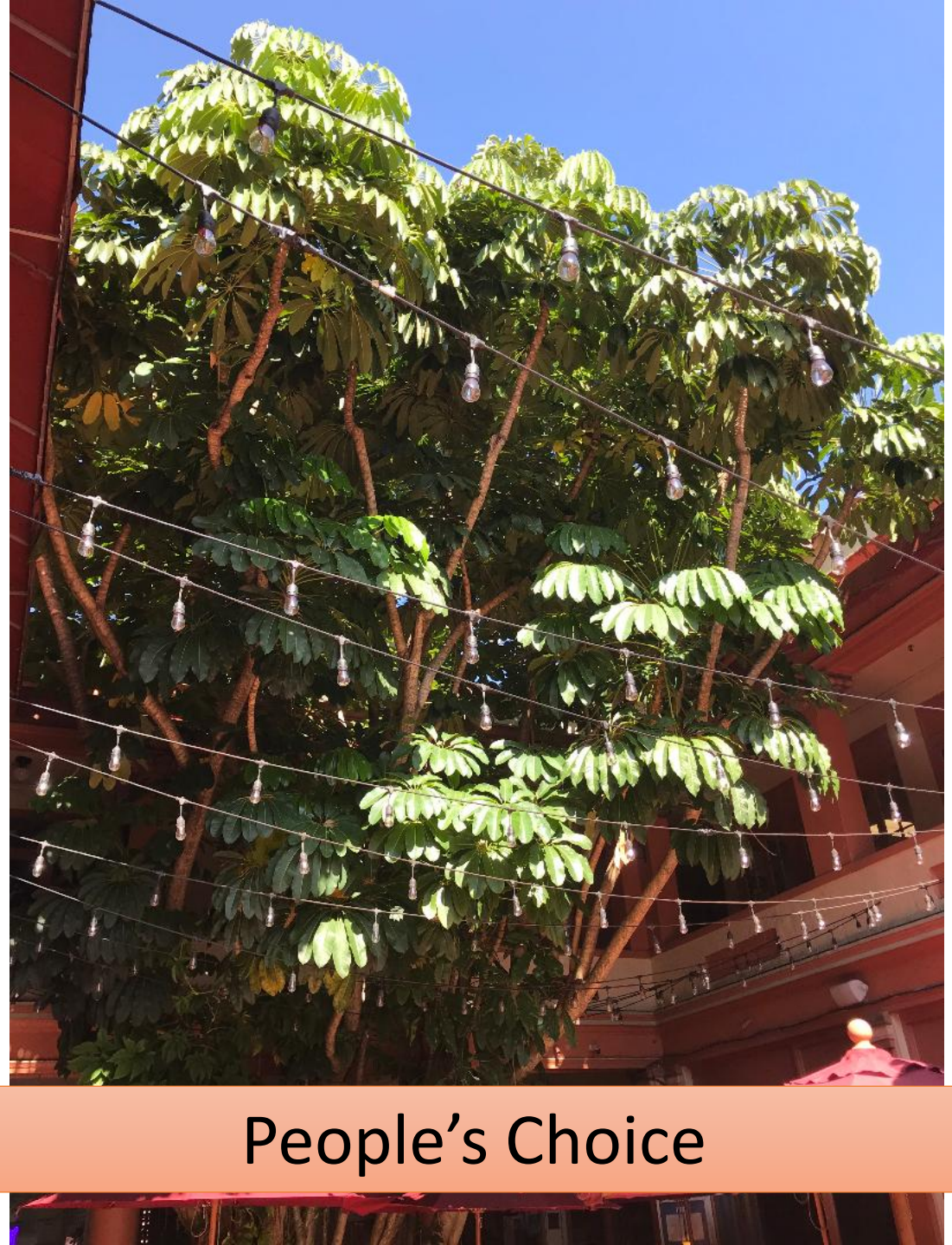
2021 Winning Entry



EXHIBIT B: Tree Beauty Contest Presentation



Most Colorful



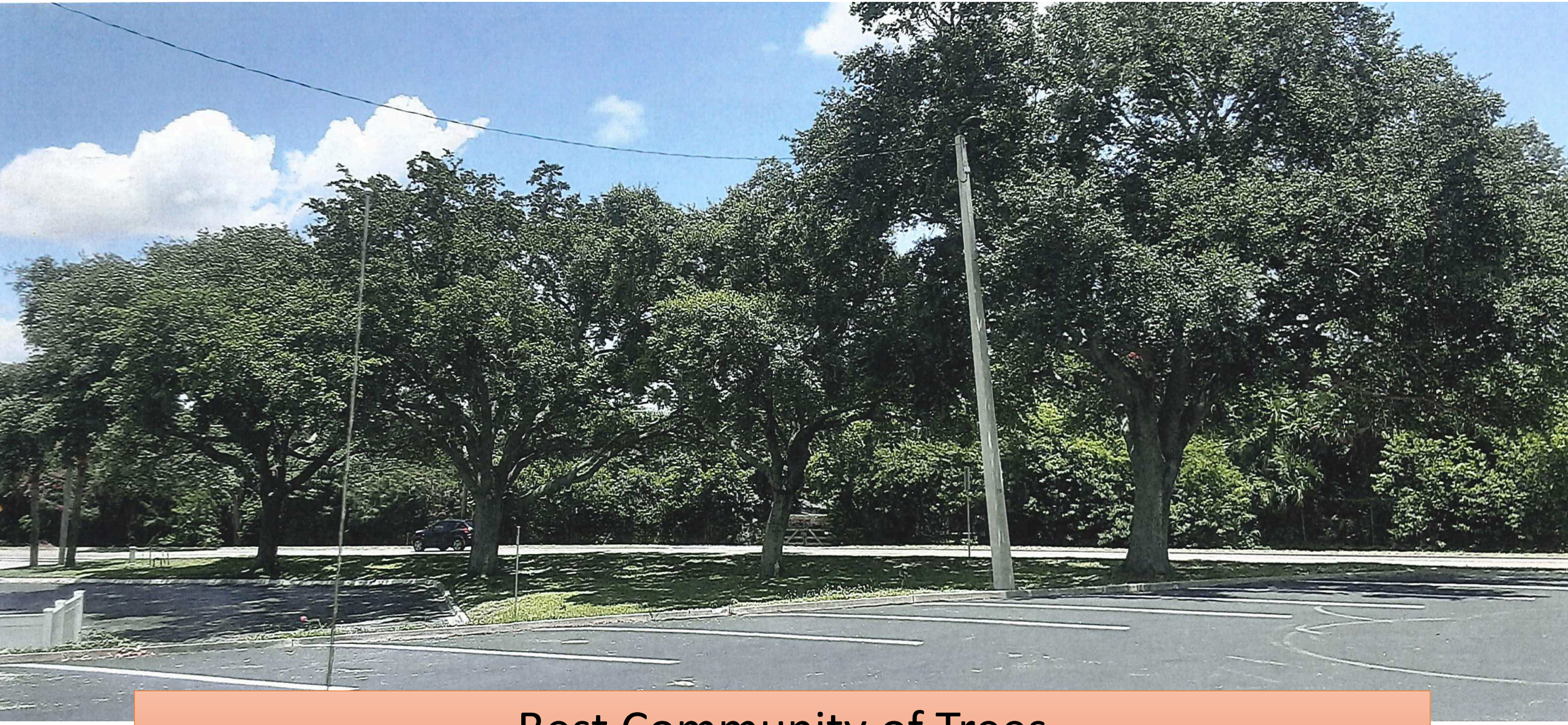
People’s Choice



Runner Up – Best Photo



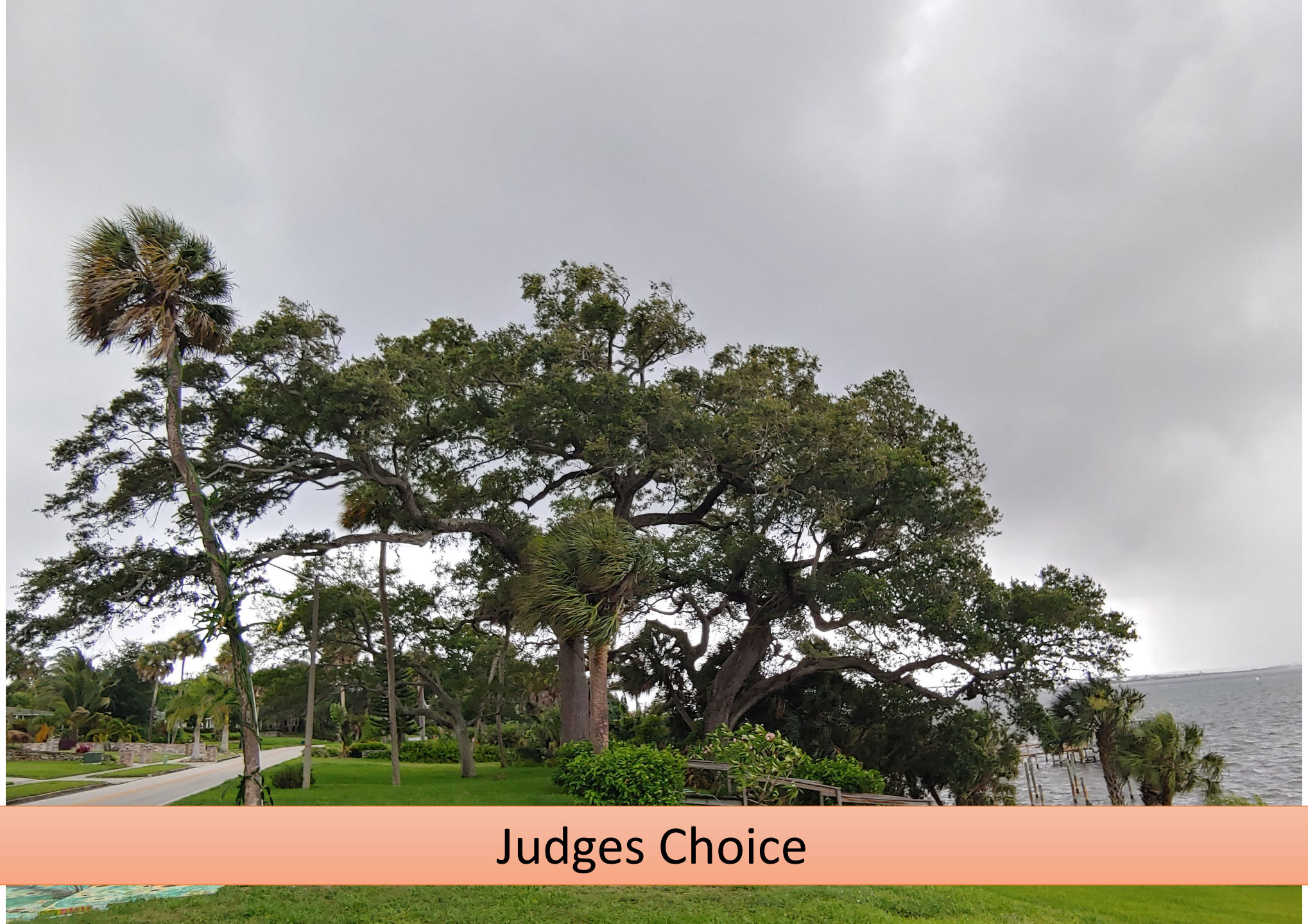
Best Photo



Best Community of Trees



Most Welcoming



Judges Choice

Cocoa High
Cross Country Trails
in the Cocoa Conservation Area

It is happening!

July 27, 2021

EXHIBIT C: Cocoa Conservation Trail update by J. Riggs



Cocoa High XCTRY Track Coaches

First Official Volunteer and Planning Day



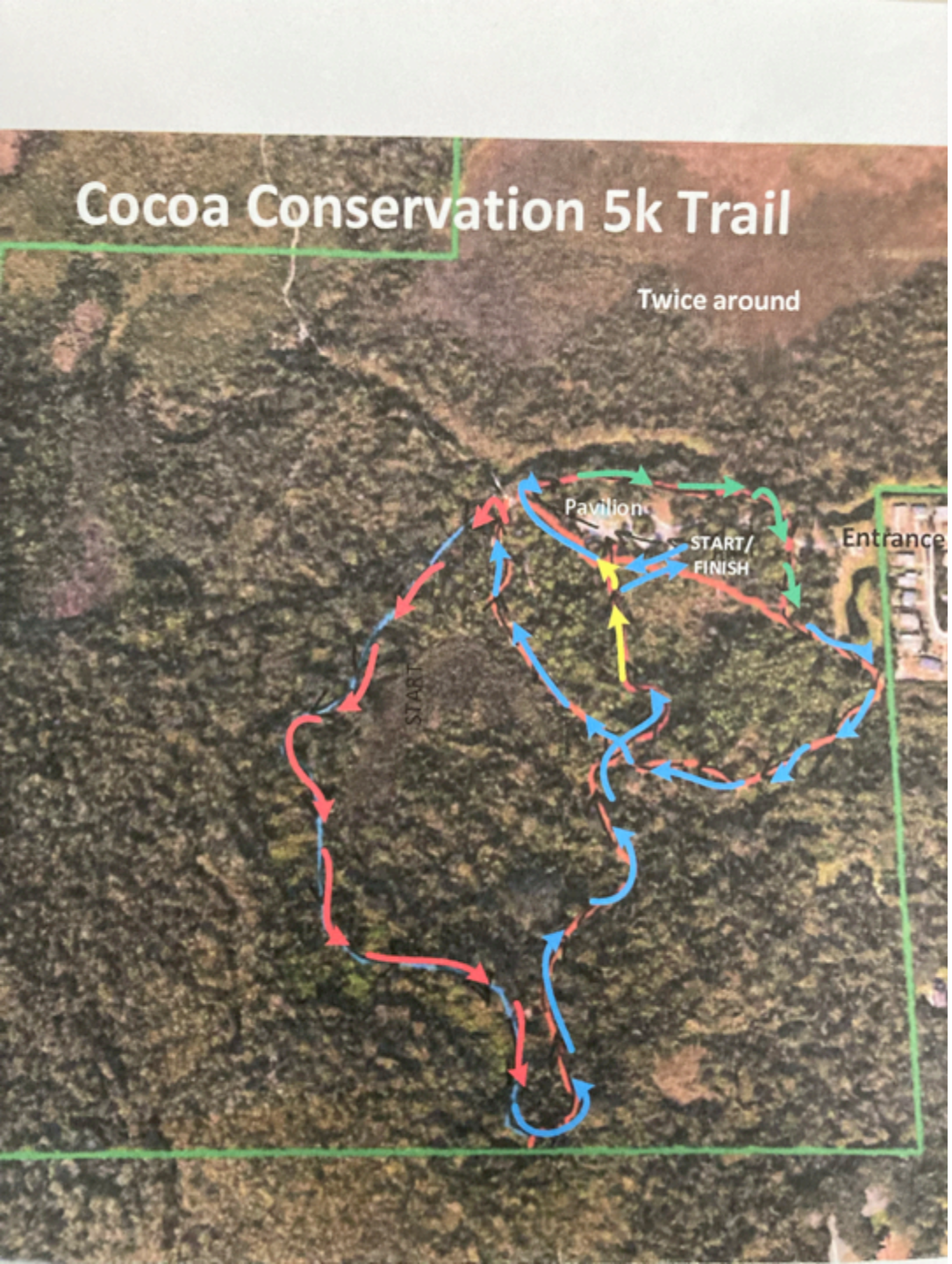
Mike Knight
Gregg Stoll
Jill Bond

First New
Trail Head



Day Two
Elijah and Todd

First XCTRY
Team Volunteer,
First Cocoa
Resident
Volunteer



Green Trail
About 2/3 Cut

Next is Red!

School
Volunteer Days
Coming Soon

Truth In Millage (TRIM) Presentation

Regular Council Meeting
July 27, 2021

EXHIBIT D: 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 valuation, per TRIM Compliance Process) for the 2022 Fiscal Year.

- Minimum Requirement – 3 of 5 Votes

❖ **Set 1st Public Hearing – Sept. 14, 2021 at 6:00p.m. (City of Cocoa City Hall, Council Chambers)**

❑ **REMINDER**

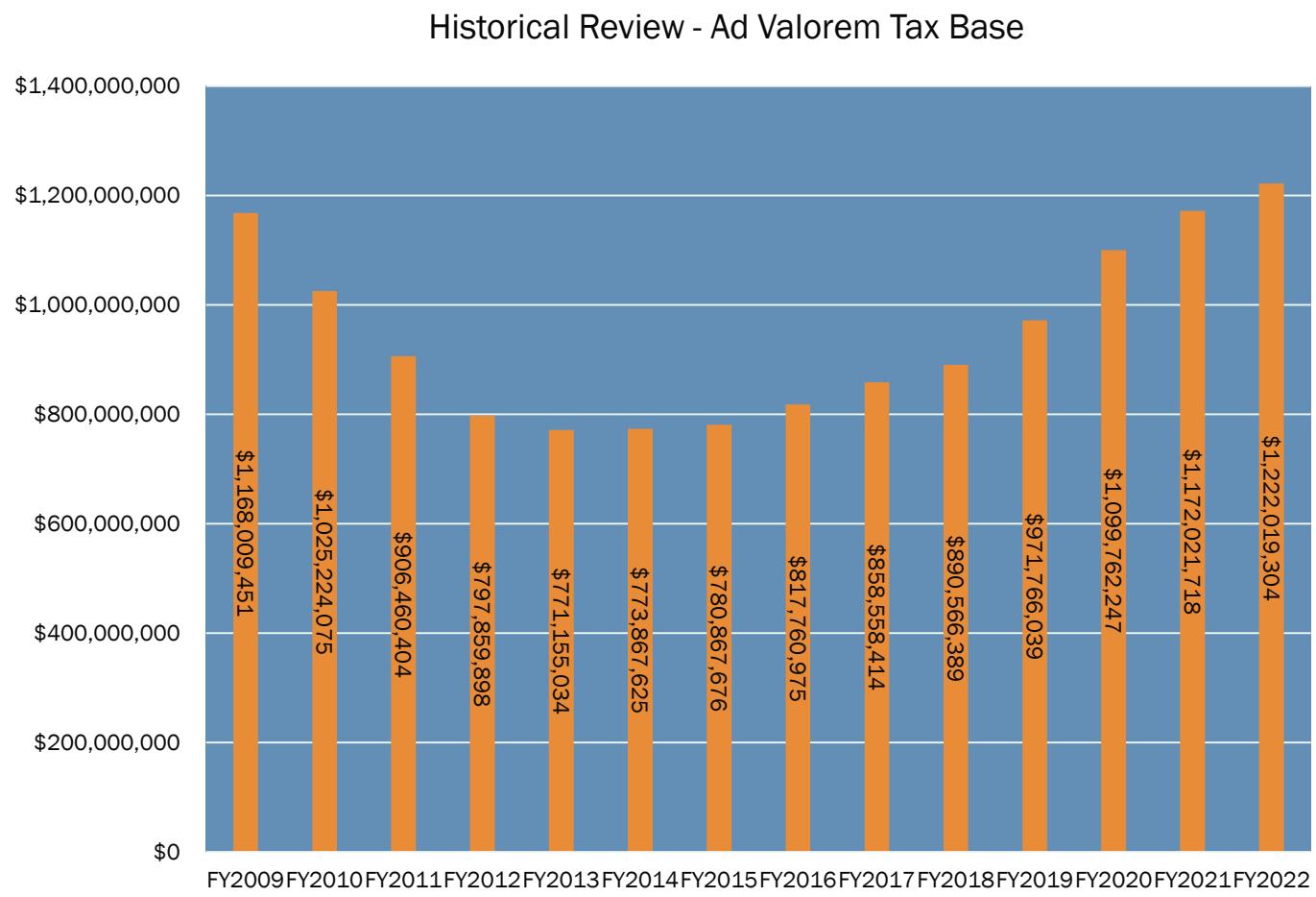
- The proposed rate you vote for tonight can be reduced when voting for an adopted millage rate, but cannot be increased.

Historical Review
Ad Valorem Tax Base

Fiscal Year		Valuation		% of Change
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		$971,766,039		8.8%
FY2020		$1,099,762,247		13.2%
FY2021		$1,172,021,718		6.6%
FY2022		$1,222,019,304		4.3%

FY2009-FY2021 is based on the Final Taxable Value.

Historical Review
Ad Valorem Tax Base



FY2009-FY2021 is based on the Final Taxable Value.

Historical Review of Millage and Ad Valorem Revenue History

Fiscal Year	Valuation	Millage	Ad Valorem Revenue at 95%	Revenue Variance from Previous Year	% of Rev. Change
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	$4,947,188	$178,244	3.7%
FY2019	$971,766,039	5.9790	$5,496,736	$549,548	11.1%
FY2020	$1,099,762,247	5.9790	$6,216,058	$719,321	13.1%
FY2021	$1,172,021,718	5.9790	*$6,626,904	*$410,846	*6.6%
FY2022	$1,222,019,304	6.4532	*7,491,637	$864,733	*13.04%

*FY2021 and FY2022 are budget projections. All other years reflect actual ad valorem revenue collected.

FY2022 TRIM Rate Options

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2021 – FY2022 Revenue Variance
FY2021 *Adopted Rate	$1,166,698,204	5.9790	$6,975,689	$6,626,904	
FY 2022 Millage Options					
Current Rate-Proposed	$1,222,019,304	6.4532	$7,885,934	$7,491,637	$864,733
Rolled-back Rate	$1,222,019,304	5.8749	$7,179,241	$6,820,279	$193,375
Majority Rate	$1,222,019,304	10.000	$12,220,183	$11,609,183	$4,982,279

Proposed Rate

City Council may adopt any rate up to 10 mills.
Certified Gross Taxable Value $1,018,177,697 / Certified Construction Taxable Value $27,549,562
*The adopted rate using the valuation available at the time of adoption.

Reduction To Ad Valorem Due To Required TIF Payments To The CRAs From The General Fund

CRA	MILLAGE 5.9790 FY2021 CURRENT ADOPTED RATE	MILLAGE 6.4532 FY2022 CURRENT PROPOSED RATE	DIFFERENCE BETWEEN FY2021 AND FY2022 @ PROPOSED MILLAGE	MILLAGE 5.8749 FY2022 VALUATION AT THE ROLLED-BACK RATE	DIFFERENCE BETWEEN FY2022 PROPOSED MILLAGE AND THE ROLLED-BACK RATE
COCOA	$811,297	$943,299	**$132,002**	$815,828	**$4,531**
DIAMOND SQUARE	$167,263	$196,497	**$29,234**	$169,944	**$2,681**
TOTAL TO CRAs	$978,560	$1,139,796	**$161,236**	$953,748	**$7,212**

What Does This Mean To The Single Family Property Owner?

	Valuation	FY 2021 5.9790	*Valuation With 1.4% Increase	FY 2022 6.4532	Increase	FY 2022 Max. 10.0000
Single Family Residence	$100,000		$101,400			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$50,000	$299	$51,400	$331	$32	$514
Single Family Residence	$150,000		$152,100			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$100,000	$598	$102,100	$658	$60	$1,021
Single Family Residence	$200,000		$202,800			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$150,000	$897	$152,800	$986	$89	$1,528
Single Family Residence	$300,000		$304,200			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$250,000	$1,495	$254,200	$1,640	$145	$2,542

* 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 2021 the CPI cap IS 1.4%, even though the City overall has a 4.3% increase in value.

FY2022 Comparative City Rates

Ranking	City	Current	Rolled-back	Proposed
1	Satellite Beach	8.6312	8.1872	8.6312
2	Titusville	7.2145	6.8586	8.2461
3	Palm Bay	7.8378	7.4142	7.8378
4	Indialantic	7.0923	6.8211	7.0923
5	Melbourne	6.8685	6.6501	6.8685
6	**Cocoa**	**5.9790**	**5.8749**	**6.4532**
7	Rockledge	6.0500	5.8758	5.9900
8	Cocoa Beach	5.8294	5.5431	5.9544
9	Melbourne Beach	4.2885	4.5151	4.9264
10	Cape Canaveral	3.6396	3.5755	3.5755

City of Cocoas FY 2021 Millage Rate Verses FY 2022 Proposed Rate .4742 greater.

Note: Ranking is established using the Proposed Rate. (As of 7/22/21)

FY2022 Staff Proposed Rate & 1st Public Hearing

	*Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY 2021 Millage Rate	$1,166,698,204	5.9790	$6,975,689	$6,626,904
Staff Proposed FY2022 Millage Rate	$1,222,019,304	6.4532	$7,885,934	$7,491,638
FY2022 Revenue Difference			$910,245	$864,734

1st Public Hearing on September 14, 2021 at 6:00 P.M. at Cocoa City Hall

*At adoption

FY2022 Tentative Proposed Budget

FY 2022 General Fund Revenues by Funding Source

Funding Source	FY 2022 Recommended Budget	% of Budget
Charges for Service (Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Fees)	$13,423,625	31.7%
Taxes (Ad Valorem, UST and CST)	$10,984,587	26.0%
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$10,220,607	24.2%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$4,489,885	10.6%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,541,263	6.0%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$636,258	1.5%
Fines & Forfeitures	$14,000	-
TOTAL FY 2022	**$42,310,225**	**100%**

FY 2022 Water/Sewer Revenues

Funding Source	FY 2022 Budget	% of Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$66,527,478	94%
Other Non-Revenue (Revenues from Unassigned FB (Reserves))	$4,032,857	6%
Miscellaneous (Interest Earned, Rent and Royalties, and Scrap Metal)	$191,992	-
TOTAL FY 2022	$70,752,327	100%

Note: FY 2022 Budget has 0% utility rate increase built in.

FY 2022 Stormwater Fund Revenues by Funding Source

Funding Source	FY 2022 Budget	% of Budget
Special Assessment & Tax Certificates	$1,830,148	100%
Storm Mitigation Application Fee	$400	0%
TOTAL FY 2022	**$1,830,548**	**100%**

Note: The Recommended FY 2022 Budget was built with a 4.5% increase to stormwater rates

FY 2022 Recommended Budget VS. FY 2021 Adopted Budget

FUND	FY 2021 ADOPTED BUDGET	FY 2022 Recommended BUDGET	$ Difference	+/-
General	$41,351,033	$42,310,225	$959,192	2%
Special Revenue	$3,046,572	$5,259,011	$2,212,439	73%
Building Permit	$536,646	$620,060	$83,414	16%
Debt Service	$1,745,706	$1,749,088	$3,382	-
Capital Projects	$91,628	$671,968	$580,340	633%
Water/Sewer	$75,186,987	$70,752,327	($4,434,660)	(6%)
W/S Impact Fees	$2,233,605	$2,232,899	($706)	(.03%)
W/S Renewal and Replacement	$11,484,879	$5,753,371	($5,731,508)	(50%)
W/S Restricted Assets	$9,792,610	$9,535,205	($257,405)	(3%)
Stormwater	$1,811,269	$1,830,548	$19,279	1%
Workers Comp	$1,208,944	$1,252,392	$43,448	4%
Health Insurance (Self Insured)	$6,827,260	$78,889	($6,748,371)	(99%)
TOTAL	**$155,317,139**	**$142,045,983**	**($13,271,156)**	**(8.5%)**

Questions?



Action Requested

❖ **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 valuation per TRIM Compliance Process) for the 2022 Fiscal Year.

- Minimum Requirement – 3 of 5 Votes

❖ **Set 1st Public Hearing – Sept. 14, 2021 at 6:00p.m. (City of Cocoa City Hall, Council Chambers)**

❑ **REMINDER**

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

Florida Statute

Florida Statute 200.65 provides that at the time of the adoption of the proposed tentative millage rate, the municipality shall set the date, time and place for a public hearing to consider the proposed tentative millage and the tentative budget.

Next Steps

- 1ST Public Hearing – **Sept. 14, 2021** at 6:00 pm
  - Vote for a Tentative Millage Rate
  - Vote on the Tentative FY2022 Budget

- 2nd Public Hearing – **Sept. 28, 2021** at 6:00 pm
  - Adopt a Final Millage Rate
  - Adopt the FY2022 Budget

Brevard County Budget Hearing Dates: 9-13-21 and 9-21-21
School Board Budget Hearing Dates: 7-29-21 and 9-9-21

Outdoor Dining

July 27, 2021

EXHIBIT E: Outdoor Dining Presentation

Project Summary

During the pandemic, the City allowed for outdoor dining in an effort to support the local restaurant industry. A variety of different establishments took advantage of this opportunity. Since that time the temporary outdoor dining ordinance that the City established has sunset. There are still a few businesses that would like to continue to utilize City Right of Way, more specifically the parking in front of their businesses on a permanent bases for outdoor dining.

Project Summary

Cocoa's Sidewalk Café ordinance was implemented in 1999 and revised in 2008, this ordinance is already very liberal in contrast to other communities that have similar ordinances. The businesses that have made the requested already have an active sidewalk café permit.





Options

Here are the options moving forward:

- Have sidewalk cafes only
- Continue with outdoor dining during special events only
- Continue with outdoor dining

Sidewalk Cafes

The third option is to have sidewalk cafes only

Sidewalk cafes are currently an allowed use by permit. There are currently 14 business in Cocoa Village that have the ability to have sidewalk cafes.

Continue with Outdoor Dining

In examining the idea of continuing with outdoor dining there are several different factors. While supporting the local restaurant industry during the height of the pandemic was important to help increase utilization of the village. One must consider the loss of parking, pedestrian safety (patrons are actually sitting in parking spaces). The City must them look at closing off parking spaces to all businesses in an effort to be fair and equitable to the entire business community.

Special Events

Another option is to have outdoor dining only during special events, when the streets are closed to vehicle traffic.

This option will allow for restaurants and other businesses to expand their outside display or sitting/eating area to the sidewalk in front of their establishment when the streets are closed to motor vehicles, this will help the local businesses entice more people into their establishments.

Recommendation

Staff is requesting approval of option one in regards to outdoor dining with three options listed below: (1) return to offering sidewalk cafes only, (2) continue with outdoor dining or (3) continue with outdoor dining during special events only.

Legislation Details (With Text)

File #:	21-543	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/6/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Recognition of Denise Stewart as Cocoa High School's Assistant Principal of the Year. (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	21-564	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/18/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Presentation on the Community Garden. (Marlene Weiss, Sustainability Advisory Board Member)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	21-511	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	7/19/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	

Title: Approve a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Work on the Interior Chambers of the Surface Water Ozone Contact Unit at the Dyal Water Treatment Plant Utilizing Houston-Galveston Area Council (H-GAC) National Cooperative Purchasing Contract TP07-18, effective July 1, 2018 through June 30, 2022 in the Amount of $1,079,074; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $108,000 (approximately 10%) for a Project Total of $1,187,074, Project No. WS21OU; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-102-T. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Proposal 8078 FL Cocoa Ozone Rehab RV2.pdf
Original HGAC Agreement 12.13.11.PDF
Approved_ Request Permission to Piggyback.msg
Budget Resolution 8.24.21.pdf
BAF 21-102-T-UT-Geo-Polymer Recoating (8-24-21) Agenda 21-511.pdf
HGACBuy Terms & Conditions - Bid TP07-18.pdf
Resolution - Project Contingency.pdf
Vortex - HGAC Agreement.pdf
GeoKrete-Line-Card.pdf
Vortex Services COI EXP 12.11.21.pdf
Vortex Services LLC Name Change Info.pdf
Amendment 1 contract extension TP07-18-Vortex Services, LLC.pdf
FULLY EXECUTED_Standard Form for New Piggyback Contract No. H-GAC_018-00382.pdf
HGACBuy Cocoa Participation Proof.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 30, 2021
Agenda Date: August 24, 2021
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Work on the Interior Chambers of the Surface Water Ozone Contact Unit at the Dyal Water Treatment Plant Utilizing Houston-Galveston Area Council (H-GAC) National Cooperative Purchasing Contract TP07-18, effective July 1, 2018 through June 30, 2022 in the

Amount of $1,079,074; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $108,000 (approximately 10%) for a Project Total of $1,187,074, Project No. WS21OU; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-102-T.

BACKGROUND:

The City of Cocoa Water Utilities Department owns and operates a 12 MGD (Millions of Gallons per Day) surface water treatment plant that treats water from the Taylor Creek Reservoir. As part of the surface water treatment process, the Dyal WTP uses ozone, a powerful oxidant, for primary disinfectant treatment. Ozone is injected/diffused into the water in a large holding tank known as the ozone contact chamber.

The surfaces of the ozone contact chamber are lined with a cementitious coating and have not been rehabilitated since the construction of this facility in 2000. A recent inspection of the ozone contact chamber revealed severe pitting and corrosion on the walls and floor of the chamber. In order to prevent further degradation of the cementitious coating and to extend the life of this critical water treatment asset, Utilities Department staff, with collective input from Jacobs Engineering and Consulex is recommending that a geopolymer coating be applied on top of the existing cementitious lining inside the ozone contact chamber. This same cementitious coating has been utilized with a great degree of success in the concrete sewer manholes maintained by the City of Cocoa. This geopolymer material (GeoKrete®) has recently been approved for use in potable water treatment facilities by the National Sanitation Foundation (NSF).

To proceed with the necessary rehabilitation of the ozone contact chamber, staff is requesting the use of the H-GAC Buy National Cooperative Purchasing Contract 018-00382. It should be noted that on December 13, 2011, City Council originally approved the participation in the HGACBuy cooperative purchasing program. This contract has been reviewed by the City's Utilities and Purchasing Departments and has been determined to be applicable to the services required by the Utilities Department. The prices listed within this contract are "not to exceed" prices as outlined in the HGACBuy Terms and Conditions (Section A, Paragraph 23). In addition, staff recommends approval to utilize the HGACBuy contract with Vortex Services, LLC to perform the ozone contact chamber rehabilitation, and to authorize a budgeted expenditure for these services not to exceed $1,079,074 (see Vortex Services price quote).

Staff has determined that the ozone contact chamber repair is a priority project, and previously budgeted projects may be rebudgeted in future fiscal years. To fund this project, project transfers will be required.

City staff is also requesting that City Council approve an additional $108,000 as a contingency for the project. The additional amount is requested to cover any additional time and materials that may be required in excess of the original proposal. Although City staff does not anticipate any change orders, there is a possibility that unforeseen events would require changes to the project scope. If a change order is required, the additional amount will allow the project to continue moving forward.

The additional $108,000.00 will not be added to the initial purchase order, and each change order will be reviewed by staff before it is sent to the City Manager for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF #21-102-T
Amount Requested	$1,187,074
Account Number	424-4020-536.63-00, WS21OU
Account Name	Infrastructure
Source of Funds:	($500,000) 424-4020-536.63-00, DY20CL
	($487,074) 424-4020-536.63-00, WS18SW
	($200,000) 424-4020-536.64-00, WS21BL

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Work on the Interior Chambers of the Surface Water Ozone Contact Unit at the Dyal Water Treatment Plant Utilizing Houston-Galveston Area Council (H-GAC) National Cooperative Purchasing Contract TP07-18, effective July 1, 2018 through June 30, 2022 in the Amount of $1,079,074; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $108,000 (approximately 10%) for a Project Total of $1,187,074, Project No. WS21OU; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-102-T.

To:	City of Cocoa	**Contact:**	Chris Collier
Address:	65 Stone Street	**Phone:**	(321) 433-8633
		Email:	Ccollier@cocoafl.org
Project Name:	FL - Cocoa - Water Plant Rehab Of Ozone Contactor	**Bid Number:**	8078 - TP07-18
Project Location:	Cocoa, FL	**Bid Date:**	7/30/2021

Utilizing HGAC Format TP07-18

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1 - Base Bid					
P35	Travel And Mobilization - Florida	1.00	EACH	$30,000.00	$30,000.00
A64	Vactor Truck Services	60.00	HR	$500.00	$30,000.00
			Total Price for above 1 - Base Bid Items:		**$60,000.00**
2 - Option A					
G64	WTP Structure Rehabilitation - 1-inch Geopolymer Liner	29,974.00	SF	$26.00	$779,324.00
G65	WTP Structure Rehabilitation - Geopolymer Liner Each Additional 1/2 Inch	29,974.00	SF	$10.00	$299,740.00
G65	Build Back - WTP Structure Rehabilitation - Geopolymer Liner Each Additional 1/2 Inch *will Bill As Needed	1.00	SF	$10.00	$10.00
			Total Price for above 2 - Option A Items:		**$1,079,074.00**

Notes:

- Pricing for the initial 1" of Geopolymer (item G64) is $26 per SF. This price includes the prep work for the structure while bid item G65 which is $10 per SF for each additional 1/2" of geopolymer does not require any additional surface prep since we would be applying the material on top of the 1" Geopolymer.
- 29,974 SF is the overall takeoff quantity for the surface area that will receive the liner and is limited by the water level line provided by the client.
- If necessary, Owner / Contractor will provide dewatering, damming, flow control, and / or bypass pumping
- Owner / Contractor will provide a portable hydrant meter for our use.
- Owner / Contractor will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner / Contractor will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 60 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- One mobilization included. Each additional mobilization will be charged separately.
- if site specific safety training or access badging is needed, we will invoice any training or badging at $750 per hour for the entire crew (*as needed).
- Prevailing wages and or Union Wage Rates are not included in this bid proposal.
- Heavy Cleaning and or removal of any existing coating or liner is not included in bid proposal.
- VLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.).
- All mechanical pipes, connections and other fixtures attached to the wall will be removed and reinstalled by Others.
- As presented in the attached NSF Testing status letter from UL, GeoKrete is rated for use in potable water at a ratio of 12.00 cm^2/L. This testing was based upon a cure time of 7 Days prior to sample exposure. It is recommended that material be allowed to cure for 14 Days prior to exposure in the field to provide product more time to cure and essentially incorporate more of the product into the final liner structure that is formed as the material cures.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Vortex Services LLC**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Brandon Gerber (813) 326-8928 Bgerber@vortexcompanies.com

HGAC

HOUSTON-GALVESTON AREA COUNCIL

February 2, 2012

Joan Clark
City Clerk
City of Cocoa
65 Stone St.
Cocoa, FL 32922

Dear Ms. Clark:

Enclosed you will find your original copy of the fully executed Interlocal Contract (ILC) which includes your assigned permanent ILC number. This number should appear on all future purchase orders, in addition to the H-GAC bid number for the product you are ordering. This number also serves as your Password for our website: HGACBuy.org.

The ILC document is designed as a blanket purchase agreement for all products offered by H-GAC, and it remains in effect indefinitely unless canceled by either party. No annual renewal actions are required. This Contract covers all departments within your municipality / county / district jurisdiction. It is activated only by your agency's issuance of Purchase Orders.

We encourage you to use the H-GAC Cooperative Purchasing Program and avail yourself of the services we offer. We look forward to serving you.

Sincerely,

Sally Terral

Sally Terral
Contract Specialist
Cooperative Purchasing Program

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No 12-2973
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Dec 13, 2011 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Oct 01, 2011 and ends * Sept 30, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston TX 77027

By: _____ Executive Director

Attest: _____ Manager

Date: 12, 2012

*Denotes required fields

rev. 03'11

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

jclark@cocoafl.org

(321) 433-8488 – phone
(321) 433-8455 - facsimile

December 15, 2011

Houston-Galveston Area Council
Attn: Executive Director
3555 Timmons Lane, Suite 120
Houston TX 77027

Re: Interlocal Contract for Cooperative Purchasing between H-GAC and City of Cocoa

Dear Sir:

I have enclosed the above referenced contract as approved and executed by the Cocoa City Council on December 13, 2011.

It is requested that a copy of the fully executed agreement be returned to my. Your assistance in this matter is appreciated.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: T. Jones, Fleet
J. Walsh, Utilities
T. Eastburn, Finance

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT (Contract), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 91, Texas Government Code (the Act), by and between the Houston- Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Cocoa _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as End User, having its principal place of business at * 65 Stone Street, Cocoa, FL 32922

WITNESSETH

WHEREAS , H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS , pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS , in reliance on such authority, H -GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE , H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * October 1, 2011 and ends * September 30, 2012 This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

*Request for Information

To expedite service, please complet e the following blanks relevant to your agencys administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency : City of Cocoa (Municipality / County / District / etc.) County Name : Brevard

Mailing Address : 65 Stone Street, Cocoa, Florida 32922
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number 321-433-8800 FAX Number: 321-433-8455

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.cocoafl.org

Authorized Official: Dr. Brenda Fettrow (City manager / Executive Director / etc.) Title: City Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8686

Fx No.: 321-433-8690

E-Mail Address : bfettrow@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Hank Rowan (Purchasing Agent/Auditor etc.) Title: Purchasing Manager

Mailing Address: 65 Stone Street (Street Address/P.O. Box) Ph No.: 321-433-8833

Fx No.: 321-433-8860

Email Address : hrowan@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: Jack Walsh (Public Works Director/Police Chief etc.) Title: Acting Utilities Director

Mailing Address: 351 Shearer Blvd. (Street Address/P.O. Box) Ph No.: 321-433-8710

Fx No.: 321-433-8704

Email Address : jwalsh@cocoafl.org

Cocoa FL 32922
(City) (State) (ZIP Code)

Official Contact: _____ (EMS Director/Fire Chief etc.) Title: _____

Mailing Address: _____ (Street Address/P.O. Box) Ph No.: _____

Fx No.: _____

Email Address : _____

_____
(City) (State) (ZIP Code)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Cocoa, Florida

Name of End User (local government, agency, or non-profit corporation)

*65 Stone Street

Mailing Address

*Cocoa, Florida 32922

City State ZIP Code

*By: Michael C Blake

Signature of chief elected or appointed official

* Michael C. Blake, Mayor 12/13/2011

Typed Name & Title of Signatory Date

Houston -Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

*Denotes required fields

rev. 03/11

RESOLUTION NO. 2021-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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 24th day of August, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-102-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: UT/Dyal 4020 DATE PREPARED: 07/19/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 500,000)	424-4020-536.63-00	DY20CL	Infrastructure	$ 1,600,000	$ 2,012,202	$ 1,512,202	$ 1,157,472
($ 487,074)	424-4020-536.63-00	WS18SW	Infrastructure	$ 1,600,000	$ 1,512,202	$ 1,025,128	$ 1,157,472
($ 200,000)	424-4020-536.64-00	WS21BL	Machinery & Equipment	$ 200,000	$ 200,000	$ 0	$ 200,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 1,187,074)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,187,074	424-4020-536.63-00	WS21OU	Infrastructure	$ 1,600,000	$ 2,012,202	$ 3,199,276	$ 1,157,472
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,187,074	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Recently, a thorough inspection was conducted on the interior coating of the Ozone Contact Unit, which is approximately 20 years old. Severe pitting and corrosion was noted, by staff and Jacobs Engineering, on the walls and floor. After speaking with several vendors, the City of Cocoa has decided to contract with Vortex Services, using the HGAC contract, which will allow the City of Cocoa to re-coat the walls and floor with an approved Geo-polymer material that will extend the useful life of the chamber. Agenda 21-511

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/24/21 *RESOLUTION #:*

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

7/20/21	Sean McFarland Digitally signed by Sean McFarland Date: 2021.07.20 13:17:45 -04'00'	7/21/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.07.21 11:17:09 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2021.07.20 14:47:19 -04'00'	8/9/21	Lora Howell Digitally signed by Lora Howell Date: 2021.08.09 09:01:22 -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 #: _____

SECTION A

GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. TP07-18
DESCRIPTION: Trenchless Pipeline Rehabilitation Services
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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC)** is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End User**s). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

EPA = U.S. **E**nvironmental **P**rotection **A**gency

FAA = **F**ederal **A**viation **A**dministration

FMVSS = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards

H-GAC = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments

IEEE = **I**nstitute of **E**lectrical and **E**lectronics **E**ngineers
MVD = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation
NFPA = **N**ational **F**ire **P**rotection **A**ssociation
NHTSA = **N**ational **H**ighway **T**raffic **S**afety **A**dministration
NIOSH = **N**ational **I**nstitute **F**or **O**ccupational **S**afety And **H**ealth
NIST = **N**ational **I**nstitute of **S**tandards and **T**echnology
NTEA = **N**ational **T**ruck **E**quipment **A**ssociation
OSHA = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration
RRC = **R**ail**r**oad **C**ommission of Texas
SAE = **S**ociety of **A**utomotive **E**ngineers
TBPC = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)
TxDOT = **T**exas **D**epartment **O**f **T**ransportation
UL = **U**nderwriter's **L**aboratories Inc.
VTCS = **V**ernon's **T**exas **C**ivil **S**tatutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain**.

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements**,** or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC**'s sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:

- Reject any and all offers received in response to this Invitation.
- Reject any part of an offer received in response to this Invitation.
- Determine the correct price and/or terminology in the event of any discrepancies in any response.
- Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
- Accept responses and award contracts to as many or as few **Offeror**s as **H-GAC** may select.
- Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- Hold discussions with **Offeror**s, although award may be made without discussion.
- Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
- Exercise any of these rights at any time without liability to any **Offeror**.

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC**'s insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor**'s possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offeror**s that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement renedered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offeror**s to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End User**s prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an “adder” or “deduct” amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.
e. Complete warranty information will be supplied to **End User** with each Product sold.
a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in <u>two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders</u>. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception <u>or **Offeror**'s Response may be deemed non-compliant.</u> **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror**'s responsibility to insure that printed *FORMS* are clear and legible. <u>Handwritten and illegible entries may be rejected</u>. **Offeror**'s printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. **<u>The entire response submission</u>** shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with <u>copies</u> of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:

- **Offeror** misstates or conceals any material fact in the Response, or if,
- **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

d. **The following occurrences require disqualification of the bid/proposals:**

- Unsigned or unauthorized signatures on bids/proposals;
- Bids received after the date and time for opening
- Bids where prices are conditional on award of another bid or are subject to unlimited escalation

e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC.**

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor**'s **H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor**, **EXCEPT in the case of motor vehicles**. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor**'s **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may

increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End User**s and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End User**s, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User** & **Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business**. Offeror** is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.

4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End User**s in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A General Terms And Conditions

RESOLUTION NO. 2021-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE REHABILITATION WORK ON THE INTERIOR CHAMBERS OF THE SURFACE WATER OZONE CONTACT UNIT, PROJECT NO. WS21OU IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 10 PERCENT CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on August 24, 2021, the City Council authorized the City Manager to proceed with the Rehabilitation Work on the Interior Chambers of the Surface Water Ozone Contact Unit, Project No. WS21OU, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Rehabilitation Work on the Interior Chambers of the Surface Water Ozone Contact Unit, Project No. WS21OU, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $1,079,074 and allows for a 10% contingency in the amount of $108,000 set aside for possible change orders, for a total of $1,187,074 for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on August 24, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

DocuSign Envelope ID: CBE29C92-669B-46DB-83C[redacted]8047B0B61C

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Vortex Companies, LLC, hereinafter referred to as the Contractor, having its principal place of business at 18150 Imperial Valley Drive, Houston, TX 77060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 07/01/18 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Vortex Companies, LLC

Signature Nicholas Banchetti
B7EF48F41231484...

Name Nicholas Banchetti

Title COO

Date 6/25/2018

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/15/2018

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

HOUSTON-GALVESTON AREA COUNCIL

January 13, 2020

Mr. Lloyd Evans
Business & Systems Analyst
Vortex Companies, LLC
18150 Imperial Valley Drive
Houston, TX 77060

RE: Contract Changes on Contract TP07-18 for the Supply of Trenchless Pipeline Rehabilitation Services.

Dear Mr. Evans:

The Houston-Galveston Area Council has reviewed your request for contract changes in the above referenced contract (see attachments). We have determined that the changes are reasonable and conform to the provisions of the contract. Therefore, the request is approved.

Sincerely,

DocuSigned by:
Ronnie Barnes
D3E2DDD166F2488...

Ronnie O. Barnes
Director of Public Services

ROB/yf

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Date: **January 9, 2020**

To: Brian Denzel

From: Bill Burton

RE: **Contract Change Request**
Vortex Companies, LLC – Contract #TP07-18

Vortex Companies, LLC in correspondence of January 6, 2020 has requested their contract be amended to reflect product updates published January 2020.

Staff has reviewed the request and determined it to be in accordance with applicable contract requirements. This request represents a product listing update only. There is no price increase. Approval is recommended.

Please advise if and when request is approved so that we may advise appropriate staff and arrange for website update.

WEB
Attachments

DocuSign Envelope ID: EC943910-806A-445F-A113-44AD4714ADF1

Burton, William

From: Lloyd Evans <levans@vortexcompanies.com>
Sent: Monday, January 6, 2020 8:33 AM
To: Johnson, Veronica; Burton, William
Subject: Vortex Companies - TP07-18 additional line items
Attachments: HGAC - Price List Vortex Companies 3 - 12.2019.pdf

Categories: Red Category

CAUTION: This message originated outside of H-GAC. Please do not click links or open attachments unless you recognize the source and know the content is safe. Report any suspicious email using the Phish Alert button.

Hello,

We would like to add the following line items to our price list for the contract TP07-18 Trenchless Pipeline Rehabilitation Services:

	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	WWTP, WTP, Water Conveyance Structures/Systems Assessment Technician (engineering, inspection, etc.)	HR	300.00

I have amended our price list and attached the .pdf to this message highlighting the changes in section G.

This change would affect all of our entities:

Quadex Lining Systems, LLC
Ricor Services, LLC
Schwalm USA, LLC
VacVision Environmental, LLC
Vaught Services, LLC
Vortex Companies, LLC
Vortex Industrial Solutions, LLC
Vortex Turnkey Solutions, LLC

Please let us know if any further action is needed on our part as well as when we can move forward with quoting members using the new line items.

Thank you very much for all of our assistance!

Lloyd Evans
Business & Systems Analyst
Vortex Companies
p: (832) 371-6083
m: (209) 423-1838
a: 18150 Imperial Valley Dr.,
Houston TX 77060
w: vortexcompanies.com
e: levans@vortexcompanies.com

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FORM D - Products and Services Offerings (Tab B)				
Offer Name:		**Vortex Companies, LLC**		
Invitation No.		**TP07-18 Trenchless Pipeline Rehabilitation Services**		
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
A. Clean/TV and Evaluation for Gravity Pipelines				
	A1	Sewer Main Television Inspection (8" through 15" Diameter)	LF	4.00
	A2	Sewer Main Television Inspection (18" through 24" Diameter)	LF	6.00
	A3	Sewer Main Television Inspection (27" through 36" Diameter)	LF	8.00
	A4	Sewer Main Television Inspection (42" through 48" Diameter)	LF	12.00
	A5	Sewer Main Television Inspection (54" through 60" Diameter)	LF	14.00
	A6	Sewer Main Television Inspection (66" through 72" Diameter)	LF	22.00
	A7	Sewer Main Television Inspection (78" through 90" Diameter)	LF	35.00
	A8	Sewer Main Television Insepction (96" through 108" Diameter)	LF	40.00
	A9	Sewer Main Cleaning - Normal (8" through 15" Diameter)	LF	4.00
	A10	Sewer Main Cleaning - Normal (18" through 24" Diameter)	LF	6.00
	A11	Sewer Main Cleaning - Normal (27" through 36" Diameter)	LF	8.00
	A12	Sewer Main Cleaning - Normal (42" through 48" Diameter)	LF	12.00
	A13	Sewer Main Cleaning - Normal (54" through 60" Diameter)	LF	14.00
	A14	Sewer Main Cleaning - Normal (66" through 72" Diameter)	LF	22.00
	A15	Sewer Main Cleaning - Normal (78" through 90" Diameter)	LF	35.00
	A16	Sewer Main Cleaning - Normal (96" through 108" Diameter)	LF	40.00
	A17	Sewer Main Cleaning - Mechanical (8" through 15" Diameter)	LF	6.00
	A18	Sewer Main Cleaning - Mechanical (18" through 24" Diameter)	LF	8.00
	A19	Sewer Main Cleaning - Mechanical (27" through 36" Diameter)	LF	25.00
	A20	Sewer Main Cleaning - Mechanical (42" through 48" Diameter)	LF	35.00
	A21	Sewer Main Cleaning - Mechanical (54" through 60" Diameter)	LF	38.00
	A22	Sewer Main Cleaning - Mechanical (66" through 72" Diameter)	LF	55.00
	A23	Sewer Main Cleaning - Mechanical (78" through 90" Diameter)	LF	80.00
	A24	Sewer Main Cleaning - Mechanical (96" through 108" Diameter)	LF	110.00
	A25	6" Clean and TV storm sewer	LF	5.52
	A26	8" Clean and TV storm sewer	LF	5.52
	A27	10" Clean and TV storm sewer	LF	6.90
	A28	12" Clean and TV storm sewer	LF	6.90
	A29	15" Clean and TV storm sewer	LF	9.66
	A30	18" Clean and TV storm sewer	LF	13.80
	A31	21" Clean and TV storm sewer	LF	16.56
	A32	24" Clean and TV storm sewer	LF	19.32
	A33	27" Clean and TV storm sewer	LF	20.70
	A34	30" Clean and TV storm sewer	LF	27.60
	A35	33" Clean and TV storm sewer	LF	34.50
	A36	36" Clean and TV storm sewer	LF	41.40
	A37	42" Clean and TV storm sewer	LF	55.20
	A38	48" Clean and TV storm sewer	LF	69.00
	A39	54" Clean and TV storm sewer	LF	82.80
	A40	60" Clean and TV storm sewer	LF	100.00
	A41	66" Clean and TV storm sewer	LF	115.00
	A42	72" Clean and TV storm sewer	LF	130.00
	A43	78" Clean and TV storm sewer	LF	145.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	A44	84" Clean and TV storm sewer	LF	160.00
	A45	90" Clean and TV storm sewer	LF	175.00
	A46	96" Clean and TV storm sewer	LF	190.00
	A47	102" Clean and TV storm sewer	LF	205.00
	A48	108" Clean and TV storm sewer	LF	220.00
	A49	114" Clean and TV storm sewer	LF	235.00
	A50	Greater than 114" Clean and TV storm sewer	LF	250.00
	A51	6" - 12" Post TV Inspection After Rehabilitation	LF	5.00
	A52	14" - 20" Post TV Inspection After Rehabilitation	LF	5.00
	A53	21" - 36" Post TV Inspection After Rehabilitation	LF	9.00
	A54	37"- 42" Post TV Inspection After Rehabilitation	LF	12.00
	A55	43"- 48" Post TV Inspection After Rehabilitation	LF	22.00
	A56	49"- 54" Post TV Inspection After Rehabilitation	LF	32.00
	A57	55"- 60" Post TV Inspection After Rehabilitation	LF	42.00
	A58	61"- 72" Post TV Inspection After Rehabilitation	LF	52.00
	A59	73" or Larger Post TV Inspection After Rehabilitation	LF	62.00
	A60	Heavy Lift Station Cleaning (Remove all Debris to Bottom of LS - 4 hr minimum)	EA	4312.00
	A61	Major Lift Station Cleaning - Additional Hours	HR	1078.00
	A62	Minor Lift Station Cleaning (Skimming Top of LS - 4 hr minimum)	EA	1150.00
	A63	Minor Lift Station Cleaning - Additional Hours	HR	287.50
	A64	Vactor Truck Services	HR	500.00
	A65	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Small)	YD	90.00
	A66	Waste Water Treatment Plant Debris Removal/Sludge Hauling (Large)	YD	350.00
	A67	Re-setup for TV Due to Point Repairs or Obstructions	EA	300.00
	A68	Mechanical Root removal	LF	8.00
	A69	Grease removal	LF	3.22
	A70	Other Remote Obstruction removal (max. 5 lf)	EA	690.00
	A71	Smoke Testing	LF	1.84
	A72	Manhole/Cleanout & Sewer Line Visual Inspection	EA	184.00
	A73	GPS Survey of Manholes & Cleanouts	EA	400.00
	A74	Heavy Debris Removal - MAN ENTRY	EA	250.00
	A75	Heavy Debris Removal - LARGE DIAMETER MAN ENTRY	EA	500.00
	A76	Heavy Debris Removal - REMOTE ENTRY	LF	1000.00
	A77	Dyed Water Flooding/Leak Quantification & Evaluation	EA	322.00
B. Centrifugally Cast Pipe Rehabilitation for Sewer Lines				
	B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B2	42" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B3	48" STORM PIPE - QLS REHABILITATION - 1." Thickness	LF	460.00
	B4	54" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B5	60” STORM PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	678.00
	B6	66” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B7	72” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B8	78” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B9	84” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1075.00
	B10	90” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B11	96” STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B12	102" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B13	108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	B14	Greater than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B15	NON ROUND SEWER PIPE	SF	55.00
	B16	36" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	405.00
	B17	42" SANITARY PIPE - QLS REHABILITATION - 1." Thickness	LF	430.00
	B18	48" SANITARY PIPE - QLS REHABILITATION - 1" Thickness	LF	460.00
	B19	54" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	645.00
	B20	60” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	678.00
	B21	66” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	715.00
	B22	72” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	850.00
	B23	78” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	925.00
	B24	84” SANITARY PIPE - QLS CAST REHABILITATION - 1.5" Thickness	LF	1075.00
	B25	90” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1200.00
	B26	96” SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1500.00
	B27	102" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	1800.00
	B28	108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2300.00
	B29	Greater than 108" SANITARY PIPE - QLS REHABILITATION - 1.5" Thickness	LF	2700.00
	B30	EACH ADDITIONAL .5" Thickness	SF	15.00
	B31	REINFORCEMENT WITH WELDED WIRE FABRIC- 4X4W4	SF(of WWF)	15.00
	B32	REINFORCEMENT WITH REBAR- #3	LF(of Rebar)	10.00
	B33	REINFORCEMENT WITH REBAR- #4	LF(of Rebar)	20.00
	B34	REINFORCEMENT WITH REBAR- #8	LF(of Rebar)	40.00
	B35	INFILTRATION CONTROL- CHEMICAL GROUT	GALLON	100.00
	B36	INFILTRATION CONTROL- QUAD-PLUG	PAIL	50.00
	B37	REBUILD INVERT	CF	75.00
	B38	JOINT PREPARATION	LF	20.00
	B39	ANTIMICROBIAL APPLICATION	SF	5.00
	B40	CHANNEL EXCAVATION	CY	50.00
	B41	DEBRIS REMOVAL	CY	65.00
	B42	CLEARING AND GRUBBING	AC	4500.00
	B43	TREE REMOVAL (6” – 12”)	EACH	1500.00
	B44	TREE REMOVAL (13” – 23”)	EACH	3000.00
	B45	TREE REMOVAL (> 24”)	EACH	5000.00
	B46	REWORK CATCHBASIN COVER TO ACCEPT NEW MANHOLE COVERS	EACH	1200.00
	B47	SERVICE LATERAL REINSTATEMENT - MAN ENTRY	EACH	250.00
C. Cured-In-Place Pipe (CIPP) Rehabilitation for Sewer Lines				
	C1	6" x 4.5mm STEAM / WATER CURE	LF	36.80
	C2	8" x 6.0mm STEAM WATER CURE	LF	34.96
	C3	10" x 6.0mm STEAM /WATER CURE	LF	38.64
	C4	12" x 6.0mm STEAM /WATER CURE	LF	53.36
	C5	15" x 7.5mm STEAM /WATER CURE	LF	64.40
	C6	18" x 9.0mm STEAM/WATER CURE	LF	78.20
	C7	21" x 9.0mm STEAM/WATER CURE	LF	105.80
	C8	24" x 10.5mm STEAM/WATER CURE	LF	128.80
	C9	27" x 10.5mm STEAM /WATER CURE	LF	147.20
	C10	30" x 12.0mm STEAM /WATER CURE	LF	174.80
	C11	33" x 12.0mm STEAM /WATER CURE	LF	207.00
	C12	36" x 12.0mm STEAM /WATER CURE	LF	230.00
	C13	42" x 13.5mm STEAM/WATER CURE	LF	257.60

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C14	48" x 15.0mm STEAM /WATER CURE	LF	432.40
	C15	54" x 18.0mm STEAM/WATER CURE	LF	552.00
	C16	60" x 22.5mm STEAM /WATER CURE	LF	650.00
	C17	6" & 8" Additional 1.5mm	LF	0.92
	C18	10" & 12" Additional 1.5mm	LF	4.60
	C19	15" & 18" Additional 1.5mm	LF	13.80
	C20	21" & 24" Additional 1.5mm	LF	23.00
	C21	27" Additional 1.5mm	LF	27.60
	C22	30" Additional 1.5mm	LF	32.20
	C23	33" Additional 1.5mm	EA	36.80
	C24	36" Additional 1.5mm	EA	41.40
	C25	42" Additional 1.5mm	EA	46.00
	C26	48" Additional 1.5mm	EA	55.20
	C27	54" Additional 1.5mm	EA	64.40
	C28	60" Additional 1.5mm	EA	75.00
	C29	Internal reconnects on Cured-in-place pipe	EA	276.00
	C30	6" & 8" Additional .7mm	LF	4.00
	C31	10" & 12" Additional .7mm	LF	7.00
	C32	15" Additional .7mm	LF	9.00
	C33	18" Additional .7mm	LF	10.00
	C34	21" Additional .7mm	LF	12.00
	C35	24" Additional .7mm	LF	14.00
	C36	27" Additional .7mm	LF	15.00
	C37	30" Additional .7mm	LF	17.00
	C38	33" Additional .7mm	LF	18.00
	C39	36" Additional .7mm	LF	20.00
	C40	42" Additional .7mm	LF	29.00
	C41	48" Additional .7mm	LF	42.00
	C42	6"-12" CIPP Set-up Charge	LF	7.00
	C43	15"-18" CIPP Set-up Charge	LF	12.00
	C44	21"-24" CIPP Set-up Charge	LF	18.00
	C45	27"-36" CIPP Set-up Charge	LF	24.00
	C46	42"-48" CIPP Set-up Charge	LF	24.00
	C47	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	C48	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C49	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	C50	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	C51	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	C52	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	C53	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	C54	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	C55	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C56	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C57	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C58	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C59	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C60	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	C61	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	C62	4"-6" Set-up for installations of <20 each total	EA	4600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	C63	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	C64	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	C65	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	C66	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	C67	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	C68	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00
	C69	Backyard Easement Setup (6" - 10")	EA	2500.00
	C70	Backyard Easement Setup (12" - 18")	EA	3500.00
	C71	Timber Matting for Large Diameter Setup	SY	75.00
D. Pipe Bursting Rehabilitation for Sewer Lines				
	D1	Burst existing 6" to 6" IPS SDR 19 (0'- 8' deep)	LF	55.00
	D2	Burst existing 6" to 6" IPS SDR 19 (8'- 12' deep)	LF	61.00
	D3	Burst existing 6" to 6" IPS SDR 19 (12'- 16' deep)	LF	66.00
	D4	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	LF	63.00
	D5	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	LF	66.00
	D6	Burst existing 6" or 8" to 8" IPS SDR 19 (12'- 16' deep)	LF	70.00
	D7	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	LF	72.00
	D8	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	LF	78.00
	D9	Burst existing 8" or 10" to 10" IPS SDR 19 (12'- 16' deep)	LF	83.00
	D10	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	LF	81.00
	D11	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	LF	85.00
	D12	Burst existing 10" or 12" to 12" IPS SDR 19 (12'- 16' deep)	LF	90.00
	D13	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	LF	130.00
	D14	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	LF	142.00
	D15	Burst existing 12" or 15" to 16" IPS SDR 19 (12'- 16' deep)	LF	165.00
	D16	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	LF	160.00
	D17	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	LF	188.00
	D18	Burst existing 15" or 18" to 18" IPS SDR 19 (12'- 16' deep)	LF	200.00
	D19	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	LF	190.00
	D20	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	LF	224.00
	D21	Burst existing 18" or 21" to 22" IPS SDR 19 (12'- 16' deep)	LF	255.00
	D22	Burst existing 21" or 24" to 24" IPS SDR 19 (0'- 8' deep)	LF	240.00
	D23	Burst existing 21" or 24" to 24" IPS SDR 19 (8'- 12' deep)	LF	270.00
	D24	Burst existing 21" or 24" to 24" IPS SDR 19 (12'- 16' deep)	LF	300.00
	D25	Burst existing 24" or 27" to 28" IPS SDR 19 (0'- 8' deep)	LF	285.00
	D26	Burst existing 24" or 27" to 28" IPS SDR 19 (8'- 12' deep)	LF	300.00
	D27	Burst existing 24" or 27" to 28" IPS SDR 19 (12'- 16' deep)	LF	334.00
	D28	Burst existing 27" or 30" to 30" IPS SDR 19 (0'- 8' deep)	LF	305.00
	D29	Burst existing 27" or 30" to 30" IPS SDR 19 (8'- 12' deep)	LF	340.00
	D30	Burst existing 27" or 30" to 30" IPS SDR 19 (12'- 16' deep)	LF	375.00
	D31	8" - 12" Pipeburst Setup Charge (< 300 LF)	EA	3500.00
	D32	16" - 22" Pipeburst Setup Charge (< 300 LF)	EA	4000.00
	D33	24" or Larger Pipeburst Setup Charge (< 300 LF)	EA	6500.00
E. Pipe Bursting Rehabilitation for Water Lines				
	E1	Install 2" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	65.00
	E2	Install 4" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	80.00
	E3	Install 6" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	95.00

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	E4	Install 8" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	115.00
	E5	Install 10" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	135.00
	E6	Install 12" Fusible PVC or HDPE pre-chlorinated water line, SDR 11, in trench	LF	165.00
	E7	6" Flow Stop	EA	6500.00
	E8	8" Flow Stop	EA	7200.00
	E9	10" Flow Stop	EA	8800.00
	E10	12" Flow Stop	EA	10500.00
	E11	3/4" Service Tap, Install on 4"-8" Waterline	EA	1000.00
	E12	1" Service Tap, Install on 4"-8" Waterline	EA	1200.00
	E13	1.5" Service Tap, Install on 4"-8" Waterline	EA	1450.00
	E14	2" Service Tap, Install on 4"-8" Waterline	EA	2000.00
	E15	3/4" Service Tap, Install on 10"-12" Waterline	EA	1000.00
	E16	1" Service Tap, Install on 10"-12" Waterline	EA	1200.00
	E17	1.5" Service Tap, Install on 10"-12" Waterline	EA	1450.00
	E18	2" Service Tap, Install on 10"-12" Waterline	EA	2000.00
	E19	Install 4"-8" tee, to any size	EA	3600.00
	E20	Install 10"-12" tee, to any size	EA	4800.00
	E21	Install 4"-8" mechanical joint wet connection, to any size	EA	2750.00
	E22	Install 10"-12" wet connection, to any size	EA	6000.00
	E23	Auger and encase 4"-8", all depths, complete in place (to include pipe in casing)	LF	305.00
	E24	Auger and encase 10"-12", all depths, complete in place (to include pipe in casing)	LF	595.00
	E25	Annual and void space grouting	CY	200.00
	E26	Install 1" Corporation Stop with Valve Box	EA	400.00
	E27	Install 2" Corporation Stop with Valve Box	EA	700.00
	E28	Install 4" gate valve & box	EA	600.00
	E29	Install 6" gate valve & box	EA	800.00
	E30	Install 8" gate valve & box	EA	1200.00
	E31	Install 12" gate valve & box	EA	2200.00
	E32	Install 8"x2" service saddle	EA	900.00
	E33	Install 12"x1" service saddle	EA	1200.00
	E34	Install 12"x2" service saddle	EA	1300.00
	E35	Connect new 1" water line w/existing 1" water line	EA	400.00
	E36	Connect new 2" water line w/existing 2" water line	EA	500.00
	E37	Connect new 4" water line w/existing 4" water line	EA	600.00
	E38	Connect new 6" water line w/existing 6" water line	EA	700.00
	E39	Connect new 8" water line w/existing 8" water line	EA	800.00
	E40	Connect new 12" water line w/existing 12" water line	EA	1000.00
	E41	Install 3/4 inch service connections	EA	525.00
	E42	Remove and dispose of existing fire hydrant	EA	500.00
	E43	Salvage existing fire hydrant and re-install in new location	EA	3200.00
	E44	Repair pavement with cold mix asphalt	TON	150.00
	E45	Furnish and install 8" x 6" ductile iron fire hydrant tee	EA	535.00
	E46	Furnish and install 6" ductile iron pipe fire hydrant lead piping	EA	625.00
	E47	Furnish and install 8" x 6" fire hydrant or approved equal, including lead & FH valve	EA	4500.00
F. Sliplining With HDPE or FRP Rehabilitation				
	F1	6" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F2	6" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F3	6" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20

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	F4	8" HDPE IPS SDR 21 (0'- 8' deep)	LF	46.00
	F5	8" HDPE IPS SDR 21 (8'- 12' deep)	LF	50.60
	F6	8" HDPE IPS SDR 21 (12'- 16' deep)	LF	55.20
	F7	10" HDPE IPS SDR 21 (0'- 8' deep)	LF	50.60
	F8	10" HDPE IPS SDR 21 (8'- 12' deep)	LF	55.20
	F9	10" HDPE IPS SDR 21 (12'- 16' deep)	LF	59.80
	F10	12" HDPE IPS SDR 21 (0'- 8' deep)	LF	59.80
	F11	12" HDPE IPS SDR 21 (8'- 12' deep)	LF	64.40
	F12	12" HDPE IPS SDR 21 (12'- 16' deep)	LF	69.00
	F13	16" HDPE IPS SDR 21 (0'- 8' deep)	LF	69.00
	F14	16" HDPE IPS SDR 21 (8'- 12' deep)	LF	78.20
	F15	16" HDPE IPS SDR 21 (12'- 16' deep)	LF	92.00
	F16	18" HDPE IPS SDR 21 (0'- 8' deep)	LF	82.80
	F17	18" HDPE IPS SDR 21 (8'- 12' deep)	LF	92.00
	F18	18" HDPE IPS SDR 21 (12'- 16' deep)	LF	110.40
	F19	20" HDPE IPS SDR 21 (0'- 8' deep)	LF	110.40
	F20	20" HDPE IPS SDR 21 (8'- 12' deep)	LF	119.60
	F21	20" HDPE IPS SDR 21 (12'- 16' deep)	LF	133.40
	F22	24" HDPE IPS SDR 21 (0'- 8' deep)	LF	128.80
	F23	24" HDPE IPS SDR 21 (8'- 12' deep)	LF	138.00
	F24	24" HDPE IPS SDR 21 (12'- 16' deep)	LF	151.80
	F25	27" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	253.00
	F26	30" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	276.00
	F27	36" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	322.00
	F28	42" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	368.00
	F29	48" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	506.00
	F30	54" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	552.00
	F31	60" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	736.00
	F32	72" Installation of FRP or SRPCP segments (20 lf std. Segments)	LF	920.00
	F33	27" Installation of FRP or SRPCP segments <10lf joints	LF	303.60
	F34	30" Installation of FRP or SRPCP segments <10lf joints	LF	331.20
	F35	36" Installation of FRP or SRPCP segments <10lf joints	LF	386.40
	F36	42" Installation of FRP or SRPCP segments <10lf joints	LF	441.60
	F37	48" Installation of FRP or SRPCP segments <10lf joints	LF	607.20
	F38	54" Installation of FRP or SRPCP segments <10lf joints	LF	662.40
	F39	60" Installation of FRP or SRPCP segments <10lf joints	LF	883.20
	F40	72" Installation of FRP or SRPCP segments <10lf joints	LF	1104.00
	F41	27" Set-up for contiguous installations < 150 lf	LS	920.00
	F42	30" Set-up for contiguous installations < 150 lf	LS	1840.00
	F43	36" Set-up for contiguous installations < 150 lf	LS	1840.00
	F44	42" Set-up for contiguous installations < 150 lf	LS	1840.00
	F45	48" Set-up for contiguous installations < 150 lf	LS	1840.00
	F46	54" Set-up for contiguous installations < 150 lf	LS	1840.00
	F47	60" Set-up for contiguous installations < 150 lf	LS	1840.00
	F48	72" Set-up for contiguous installations < 150 lf	LS	1840.00
	F49	All Sizes Annular space grouting cement slurry base	CUFT	60.00
	F50	All Sizes Set-up for annular space grouting <100 cubic feet	LS	5000.00
	F51	High Density Urethane for grouting, slab lifting, void filling, pipe sealing etc.(500lb.min)	LB	92.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
G. Manhole and Structure Rehabilitation				
	G1	Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.		
	G2	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Portland-based cementitious liner	VF	150.00
	G3	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Portland-based cementitious liner	VF	160.00
	G4	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Portland-based cementitious liner	VF	170.00
	G5	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	200.00
	G6	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	230.00
	G7	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Calcium Aluminate-based cementitious liner	VF	260.00
	G8	Manhole Rehabilitation (Standard 4-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	300.00
	G9	Manhole Rehabilitation (Standard 5-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	350.00
	G10	Manhole Rehabilitation (Standard 6-ft Diameter) - 125 mil Epoxy / Polyurea / or approved equal	VF	400.00
	G11	Manhole Rehabilitation (Standard 4-ft Diameter) - 1-inch Geopolymer liner	VF	400.00
	G12	Manhole Rehabilitation (Standard 5-ft Diameter) - 1-inch Geopolymer liner	VF	450.00
	G13	Manhole Rehabilitation (Standard 6-ft Diameter) - 1-inch Geopolymer liner	VF	500.00
	G14	Manhole Rehabilitation (Standard 4-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	600.00
	G15	Manhole Rehabilitation (Standard 5-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	650.00
	G16	Manhole Rehabilitation (Standard 6-ft Diameter) - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	VF	700.00
	G17	Rebuild Bench and Invert	EA	1000.00
	G18	Lift / Pump Station Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G19	Lift / Pump Station Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G20	Lift / Pump Station Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G21	Lift / Pump Station Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G22	Lift / Pump Station Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G23	WWTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or approved equal	SQFT	80.00
	G24	WWTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyurea	SQFT	175.00
	G25	WWTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious liner	SQFT	25.00
	G26	WWTP Structure Rehabilitation - 1-inch Geopolymer liner	SQFT	145.00
	G27	WWTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G28	Vacuum Test Manhole (12" mainline or smaller)	EA	400.00
	G29	Holiday Test Manhole (Epoxy Only)	EA	400.00
	G30	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch cementitious	SQFT	35.00
	G31	Manhole Rehabilitation - Epoxy/Polyurea/or approved equal - (Standard 4-ft Diameter)	VF	400.00
	G32	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - Epoxy/Polyurea/or approved equal	SQFT	80.00
	G33	Manhole Rehabilitation - w/1 inch Geopolymer	VF	400.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	G34	Sewer Structure Rehabilitation (Non-circular or manholes greater than 4-ft Diameter) - 1-inch Geopolymer	SQFT	145.00
	G35	Installation of FRP rehabilitation structures up to 6' depth (Standard 4-ft Diameter)	EA	1800.00
	G36	Additional depth for FRP rehabilitation structures (Standard 4-ft Diameter)	VF	400.00
	G37	All Sizes Installation of poured in place structure without forms remaining depth <10 vf	SQFT	90.00
	G38	All Sizes Installation of poured in place structure with forms remaining depth <10 vf	SQFT	90.00
	G39	All Sizes Installation of poured in place structure without forms remaining depth +10 vf <20 vf	SQFT	90.00
	G40	All Sizes Installation of poured in place structure with forms remaining depth +10 vf <20 vf	SQFT	90.00
	G41	All Sizes Installation of poured in place structure without forms remaining depth +20 vf <40 vf	SQFT	90.00
	G42	All Sizes Installation of poured in place structure with forms remaining depth +20 vf <40 vf	SQFT	90.00
	G43	All Sizes Set-up for install of poured in place MH structure <100 sq ft	LS	1380.00
	G44	All Sizes Installation of Manhole Chimney Seal	EA	552.00
	G45	New manhole frame and cover-24"	EA	850.00
	G46	New manhole frame and cover-32"	EA	1500.00
	G47	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-24"	EA	1600.00
	G48	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)-32"	EA	1920.00
	G49	Adjust manhole frame and cover up to 1 Ft	EA	950.00
	G50	Adjust manhole frame and cover over 1 Ft	VF	500.00
	G51	Invert Installation, 4' Dia.	EACH	1400.00
	G52	Invert Installation, 5' Dia.	EACH	1500.00
	G53	Invert Installation, 6' Dia.	EACH	1700.00
	G54	Invert Installation, Other Configurations	SF	2500.00
	G55	MACP MH Inspections - Level 1	EA	125.00
	G56	MACP MH Inspections - Level 2	EA	225.00
	G57	MACP MH Inspections - w/ Lidar - Level 2	EA	275.00
	G58	MACP MH Inspections - Level 1 (Deliverable)	EA	20.00
	G59	MACP MH Inspections - Level 2 (Deliverable)	EA	125.00
	G60	MACP MH Inspections w/ Lidard - Level 2 (Deliverable)	EA	200.00
	G61	WTP Structure Rehabilitation - 125 mil Epoxy / Polyurea / or Approved Equal	SQFT	80.00
	G62	WTP Structure Rehabilitation - Composite System - 1" Cementitious + 125 mils Epoxy / Polyeurea	SQFT	175.00
	G63	WTP Structure Rehabilitation - Composite System - each additional 1/2 inch Cementitious Liner	SQFT	25.00
	G64	WTP Structure Rehabilitation - 1-inch Geopolymer Liner	SQFT	145.00
	G65	WTP Structure Rehabilitation - Geopolymer liner each additional 1/2 inch	SQFT	40.00
	G66	Assessment Technician (Engineering, Inspection, Etc.) - $300	HR	300.00
H. Excavation and Associated Items.				
	H1	6" - 8" Point repair (0'- 8' deep)	EA	4830.00
	H2	6" - 8" Point repair (8'- 12' deep)	EA	5520.00
	H3	6" - 8" Point repair (12'-16' deep)	EA	10350.00
	H4	10" - 12" Point repair (0'- 8' deep)	EA	5060.00
	H5	10" - 12" Point repair (8'- 12' deep)	EA	5750.00
	H6	10" - 12" Point repair (12'-16' deep)	EA	11500.00
	H7	15" - 18" Point repair (0'-8' deep)	EA	6900.00
	H8	15" - 18" Point repair (8'-12' deep)	EA	8050.00
	H9	15" - 18" Point repair (12'-16' deep)	EA	13800.00
	H10	21" - 24" Point repair (0'-8' deep)	EA	13800.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H11	21" - 24" Point repair (8'-12' deep)	EA	16100.00
	H12	21" - 24" Point repair (12'-16' deep)	EA	20700.00
	H13	6" - 8" Point repair extra length over 10 linear feet	LF	89.70
	H14	10" - 12" Point repair extra length over 10 linear feet	LF	89.70
	H15	15" - 18" Point repair extra length over 10 linear feet	LF	138.00
	H16	21" - 24" Point repair extra length over 10 linear feet	LF	207.00
	H17	Obstruction Removal (0'- 12' deep)	EA	3450.00
	H18	Obstruction Removal (12'- 15' deep)	EA	5750.00
	H19	External reconnect (0'- 8' deep) up to 5 linear feet	EA	1265.00
	H20	External reconnect (8'- 12' deep) up to 5 linear feet	EA	1725.00
	H21	External reconnect (12'- 16' deep) up to 5 linear feet	EA	4025.00
	H22	External reconnect (16-20' deep) up to 5 linear feet	EA	9775.00
	H23	External reconnect (over 20' deep) up to 5 linear feet	EA	14375.00
	H24	Extra length service connection over 5 linear feet	LF	127.00
	H25	Remove and replace or install cleanout	EA	1840.00
	H26	New pipe installation by open cut 6" - 8" (0'- 8' deep)	LF	75.00
	H27	New pipe installation by open cut 6" - 8" (8'- 12' deep)	LF	80.00
	H28	New pipe installation by open cut 6" - 8" (12'-16' deep)	LF	105.00
	H29	New pipe installation by open cut 10" - 12" (0'- 8' deep)	LF	79.00
	H30	New pipe installation by open cut 10" - 12" (8'- 12' deep)	LF	86.00
	H31	New pipe installation by open cut 10" - 12" (12'-16' deep)	LF	115.00
	H32	New pipe installation by open cut 15" - 18" (0'-8' deep)	LF	125.00
	H33	New pipe installation by open cut 15" - 18" (8'-12' deep)	LF	145.00
	H34	New pipe installation by open cut 15" - 18" (12'-16' deep)	LF	165.00
	H35	New pipe installation by open cut 21" - 24" (0'-8' deep)	LF	145.00
	H36	New pipe installation by open cut 21" - 24" (8'-12' deep)	LF	165.00
	H37	New pipe installation by open cut 21" - 24" (12'-16' deep)	LF	185.00
	H38	Mobilization for open cut WO under 200' of pipe	EA	2500.00
	H39	Connection to existing manhole for open cut intallation	EA	2000.00
	H40	Pipe Seal Fix (8" Diameter)-Stainless Steel with EDPM	EA	3500.00
	H41	Pipe Seal Fix (10" Diameter)-Stainless Steel with EDPM	EA	3640.00
	H42	Pipe Seal Fix (12" Diameter)-Stainless Steel with EDPM	EA	3780.00
	H43	Pipe Seal Fix (15" Diameter)-Stainless Steel with EDPM	EA	4060.00
	H44	Pipe Seal Fix (18" Diameter)-Stainless Steel with EDPM	EA	4340.00
	H45	Pipe Seal Fix (21" Diameter)-Stainless Steel with EDPM	EA	4760.00
	H46	Pipe Seal Fix (24" Diameter)-Stainless Steel with EDPM	EA	5320.00
	H47	Access Pit (0'-8' deep)	EA	2875.00
	H48	Access Pit (8'-12' deep)	EA	4025.00
	H49	Access Pit (12'-16' deep)	EA	7475.00
	H50	Access Pit (16'-20' deep)	EA	9775.00
	H51	Access Pit (over 20' deep)	EA	15000.00
	H52	Potholing for Nearby Utility Location or Obstruction Removal (0'-8' deep)	EA	2300.00
	H53	Potholing for Nearby Utility Location or Obstruction Removal (8'-12' deep)	EA	2875.00
	H54	Potholing for Nearby Utility Location or Obstruction Removal (12'-16' deep)	EA	4025.00
	H55	Potholing for Nearby Utility Location or Obstruction Removal (16'-20' deep)	EA	7475.00
	H56	Trench safety (0-8' deep)	LF	5.75
	H57	Trench safety (8-12' deep)	LF	9.00
	H58	Trench safety (12-16' deep)	LF	20.00
	H59	Trench safety (16-20' deep)	LF	35.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	H60	Trench safety over 20' deep)	LF	100.00
	H61	Install New 4' DIA precast manhole 0' - 6' deep	EA	5980.00
	H62	Extra depth 4' DIA precast manhole over 6' deep	VF	633.00
	H63	Install New 5' DIA precast manhole 0' - 6' deep	EA	7820.00
	H64	Extra depth 5' DIA precast manhole over 6' deep	VF	863.00
	H65	Install New 6' DIA precast manhole 0' - 6' deep	EA	11270.00
	H66	Extra depth 6' DIA precast manhole over 6' deep	VF	1214.00
	H67	Install New 4' DIA fiberglass manhole 0' - 6' deep	EA	6325.00
	H68	Extra depth 4' DIA fiberglass manhole over 6' deep	VF	633.00
	H69	Install New 5' DIA fiberglass manhole 0' - 6' deep	EA	8050.00
	H70	Extra depth 5' DIA fiberglass manhole over 6' deep	VF	914.00
	H71	Install New 6' DIA fiberglass manhole 0' - 6' deep	EA	13800.00
	H72	Extra depth 6' DIA fiberglass manhole over 6' deep	VF	1214.00
	H73	Sanitary Sewer Structure, Type B Structure, Up to 6' deep	EA	14375.00
	H74	Extra Depth Type B Structure, greater than 6' depth	VF	863.00
	H75	Sanitary Sewer Structure, Type C Structure, Up to 6' deep	EA	14375.00
	H76	Extra Depth Type C Structure, greater than 6' depth	VF	863.00
	H77	Cement stabilized sand	TON	44.00
	H78	Granular backfill/Crushed Rock	TON	41.00
	H79	Flowable Fill	CY	167.00
	H80	Dewatering setup (well pointing) maximum 25' deep, includes 20 linear feet setup	EA	8625.00
	H81	Extra length dewatering over 20 linear feet	LF	100.00
	H82	Operation Maintain Well Points by the Day	DAY	978.00
	H83	Extra hand excavation	CY	144.00
I. Horizontal Directional Drilling (HDD)				
	I1	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I2	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	38.79
	I3	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	45.00
	I4	2"-4" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	46.88
	I5	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	5.63
	I6	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I7	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	43.28
	I8	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	48.91
	I9	6"-8" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	59.21
	I10	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	8.13
	I11	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I12	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	46.88
	I13	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	50.68
	I14	10"-12" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	70.31
	I15	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	13.75
	I16	15"-18" Installation of pipe clay ground conditions (pipe cost excluded	IN/DIA/LF	160.71
	I17	15"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	IN/DIA/LF	160.71
	I18	15"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded	IN/DIA/LF	208.34
	I19	15"-18" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	225.00
	I20	15"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	IN/DIA/LF	26.04
	I21	21"-24" Installation of pipe clay ground conditions (pipe cost excluded)	IN/DIA/LF	187.50
	I22	21"-24" Installation of pipe loose sand ground conditions (pipe cost excluded	IN/DIA/LF	187.50
	I23	21"-24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	IN/DIA/LF	255.69

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	I24	21"-24" Installation of pipe rock ground conditions 3-8000 psi (pipe cost excluded)	IN/DIA/LF	312.50
	I25	21"-24" Installation of pipe ground conditions per 1000 psi increase over 8000 ps	IN/DIA/LF	31.96
	I26	Access Pit for Directional Drill (0'-8' deep)	EA	1106.25
	I27	Access Pit for Directional Drill (8'-12' deep)	EA	1666.25
	I28	Access Pit for Directional Drill (12'-16' deep)	EA	2962.50
	I29	Access Pit for Directional Drill (16'-20' deep)	EA	5556.25
	I30	2"-4" Set-up for contiguous lengths <150 lf	LS	3625.00
	I31	6"-8" Set-up for contiguous lengths <150 lf	LS	3625.00
	I32	10"-12" Set-up for contiguous lengths <150 lf	LS	3625.00
	I33	15"-18" Set-up for contiguous lengths <150 lf	LS	3625.00
	I34	21"-24" Set-up for contiguous lengths <150 lf	LS	3625.00
	I35	27"-36" Set-up for contiguous lengths <150 lf	LS	3625.00
J. Bypass Pumping for Gravity Pipe and Associated Items.				
	J1	Set up 4" pump and piping including up to 1000 feet of bypass discharge line	EA	2559.00
	J2	Set up 6" pump and piping including up to 1000 feet of bypass discharge line	EA	4800.00
	J3	Set up 8" pump and piping including up to 1000 feet of bypass discharge line	EA	11000.00
	J4	Set up 12" pump and piping including up to 1000 feet of bypass discharge line	EA	17400.00
	J5	Set up 18" pump and piping including up to 1000 feet of bypass discharge line	EA	27000.00
	J6	Additional Length 8" Bypass Discharge Line over 1000 feet	LF	36.00
	J7	Additional Length 10" Bypass Discharge Line over 1000 feet	LF	48.00
	J8	Additional Length 12" Bypass Discharge Line over 1000 feet	LF	88.00
	J9	Additional Length 18" Bypass Discharge Line over 1000 feet	LF	132.00
	J10	Operate 4" pumping System per pump	DAY	500.00
	J11	Operate 6" pumping System per pump	DAY	2880.00
	J12	Operate 8" pumping System per pump	DAY	5640.00
	J13	Operate 12" pumping System per pump	DAY	8840.00
	J14	Operate 18" pumping System per pump	DAY	17760.00
	J15	Bypass - Driveway Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J16	Bypass - Street Ramp (Setup, Operate, Maintain)	DAY	3000.00
	J17	Bypass - Street Trenching excluding restoration for 8" Pipe (Setup, Operate, Maintain)	LF	92.00
	J18	Bypass - Street Trenching excluding restoration for 12" Pipe (Setup, Operate, Maintain)	LF	92.00
	J19	Bypass - Street Trenching excluding restoration for 18" Pipe (Setup, Operate, Maintain)	LF	92.00
	J20	PIPE FUSION MACHINE 6"-18"	DAY	625.00
	J21	PIPE FUSION MACHINE 4" - 12"	DAY	550.00
	J22	PUMP 3" SELF PRIME - DIESEL	DAY	87.50
	J23	PUMP 3" VENTURI PRIME - DIESEL	DAY	106.00
	J24	PUMP 4" VAC ASSIST - DIESEL	DAY	148.00
	J25	PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL	DAY	153.00
	J26	PUMP 6" VAC ASSIST - DIESEL	DAY	163.00
	J27	PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL	DAY	191.00
	J28	PUMP 8" VENTURI PRIME - DIESEL	DAY	258.00
	J29	PUMP 8" SUPER VENTURI PRIME - DIESEL	DAY	258.00
	J30	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	258.00
	J31	PUMP 8" SUPER VAC ASSIST - DIESEL	DAY	450.00
	J32	PUMP 12" VENTURI PRIME - DIESEL	DAY	430.00
	J33	PUMP 12" VAC ASSIST - DIESEL	DAY	430.00
	J34	PUMP 12" DBA-SILENCER VAC ASSIST - DSL	DAY	600.00
	J35	PUMP 12" SUPERVAC ASSIST - DIESEL	DAY	430.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J36	PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL	DAY	600.00
	J37	PUMP 14" VAC ASSIST - DIESEL	DAY	758.00
	J38	PUMP 18" VAC ASSIST - DIESEL	DAY	1225.00
	J39	PUMP 18" DBA-SILENCER VAC ASSIST - DSL	DAY	875.00
	J40	PUMP 10X8 VAC ASSIST - DIESEL	DAY	438.00
	J41	PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL	DAY	625.00
	J42	PUMP 1" TO 1.5" AOD - POLY	DAY	67.00
	J43	PUMP 2" AOD - ALUMINUM	DAY	47.00
	J44	PUMP 2" AOD - STAINLESS	DAY	95.00
	J45	PUMP 2" AOD - POLY	DAY	116.00
	J46	PUMP 3" AOD - ALUMINUM	DAY	53.00
	J47	PUMP 3" AOD - STAINLESS	DAY	116.00
	J48	PUMP 2" TRASH	DAY	75.00
	J49	PUMP 3" TRASH	DAY	106.00
	J50	PUMP 4" TRASH	DAY	147.00
	J51	PUMP 4" HYDRAULIC HEAD - VORTEX	DAY	125.00
	J52	4" HYDRAULIC PUMP HEAD - CAST IRON	DAY	125.00
	J53	4" HYDRAULIC PUMP HEAD - SLUDGE	DAY	125.00
	J54	6" HYDRAULIC PUMP HEAD - CAST IRON	DAY	150.00
	J55	6" HYDRAULIC PUMP HEAD - STAINLESS	DAY	150.00
	J56	6" HYDRAULIC PUMP HEAD - SLUDGE	DAY	150.00
	J57	8" HYDRAULIC PUMP HEAD - CAST IRON	DAY	188.00
	J58	12" HYDRAULIC PUMP HEAD - CAST IRON	DAY	250.00
	J59	25HP HYDRAULIC POWER UNIT	DAY	188.00
	J60	65HP HYDRAULIC POWER UNIT	DAY	250.00
	J61	150HP HYDRAULIC POWER UNIT	DAY	584.00
	J62	PUMP 6" PISTON DBA-WELLPOINT - DIESEL	DAY	250.00
	J63	PUMP 8" PISTON DBA-WELLPOINT - DIESEL	DAY	375.00
	J64	GATE VALVE 6" AND UNDER STAINLESS STEEL	DAY	20.00
	J65	GATE VALVE 8"	DAY	19.00
	J66	GATE VALVE 8" STAINLESS STEEL	DAY	38.00
	J67	GATE VALVE 12"	DAY	7.00
	J68	GATE VALVE 12" STAINLESS STEEL	DAY	28.00
	J69	GATE VALVE 14"	DAY	20.00
	J70	18" KNIFE GATE VALVE	DAY	185.00
	J71	GATE VALVE 12"	DAY	7.00
	J72	4" CHECK VALVE	DAY	16.00
	J73	12" CHECK VALVE	DAY	47.00
	J74	STANDALONE PUMP MANIFOLD	DAY	188.00
	J75	HOSE 2X20 PVC SUCTION - CAMLOCK	DAY	12.00
	J76	HOSE 2X20 RUBBER SUCTION - CAMLOCK	DAY	12.00
	J77	HOSE 2X50 RUBBER DISCHARGE - CAMLOCK	DAY	12.00
	J78	HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	9.00
	J79	HOSE 3X20 PVC SUCTION - CAMLOCK	DAY	33.00
	J80	HOSE 3X20 TANK TRUCK - CAMLOCK	DAY	33.00
	J81	HOSE 3X20 RUBBER SUCTION - CAMLOCK	DAY	33.00
	J82	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	10.00
	J83	HOSE 4X10 RUBBER SUCTION - QC	DAY	19.00
	J84	HOSE 4X20 PVC SUCTION - CAMLOCK	DAY	14.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J85	HOSE 4X20 KANAFLEX SUCTION - CAMLOCK	DAY	24.00
	J86	HOSE 4X20 OSD - FLANGED	DAY	31.00
	J87	HOSE 4X20 TANK TRUCK - FLANGED	DAY	31.00
	J88	HOSE 4X20 TANK TRUCK - CAMLOCK	DAY	24.00
	J89	HOSE 4X20 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J90	HOSE 4X20 RUBBER SUCTION - QC	DAY	24.00
	J91	HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	24.00
	J92	HOSE 4X50 LAYFLAT DISCHARGE - QC	DAY	24.00
	J93	HOSE 4X50 RUBBER DISCHARGE - CAMLOCK	DAY	24.00
	J94	HOSE 6X10 RUBBER SUCTION - CAMLOCK	DAY	24.00
	J95	HOSE 6X10 RUBBER SUCTION - QC	DAY	24.00
	J96	HOSE 6X20 PVC SUCTION - CAMLOCK	DAY	24.00
	J97	HOSE 6X20 KANAFLEX SUCTION - CAMLOCK	DAY	44.00
	J98	HOSE 6X20 KANAFLEX SUCTION - QC	DAY	44.00
	J99	HOSE 6X20 COMPOSITE OSD - FLANGED	DAY	44.00
	J100	HOSE 6X20 OSD - FLANGED	DAY	44.00
	J101	HOSE 6X20 TANK TRUCK - CAMLOCK	DAY	44.00
	J102	HOSE 6X20 RUBBER SUCTION - CAMLOCK	DAY	44.00
	J103	HOSE 6X20 RUBBER SUCTION - QC	DAY	44.00
	J104	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	44.00
	J105	HOSE 6X50 LAYFLAT DISCHARGE - QC	DAY	44.00
	J106	HOSE 6X50 RUBBER DISCHARGE - CAMLOCK	DAY	44.00
	J107	HOSE 8X10 KANAFLEX SUCTION - QC	DAY	75.00
	J108	HOSE 8X10 RUBBER SUCTION - QC	DAY	50.00
	J109	HOSE 8X20 KANAFLEX SUCTION - CAMLOCK	DAY	50.00
	J110	HOSE 8X20 KANAFLEX SUCTION - QC	DAY	50.00
	J111	HOSE 8X20 COMPOSITE OSD - FLANGED	DAY	50.00
	J112	HOSE 8X20 OSD - FLANGED	DAY	50.00
	J113	HOSE 8X20 RUBBER SUCTION - QC	DAY	50.00
	J114	HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK	DAY	50.00
	J115	HOSE 8X50 LAYFLAT DISCHARGE - QC	DAY	50.00
	J116	HOSE 8X50 RUBBER DISCHARGE - QC	DAY	50.00
	J117	HOSE 10X20 OSD - FLANGED	DAY	57.00
	J118	HOSE 12X10 STAINLESS - FLANGED	DAY	125.00
	J119	HOSE 12X10 OSD - FLANGED	DAY	83.00
	J120	HOSE 12X10 RUBBER SUCTION - FLANGED	DAY	83.00
	J121	HOSE 12X10 RUBBER SUCTION - QC	DAY	83.00
	J122	HOSE 12X20 OSD - FLANGED	DAY	75.00
	J123	HOSE 12X20 RUBBER SUCTION - QC	DAY	83.00
	J124	HOSE 12X25 OSD - FLANGED	DAY	74.00
	J125	HOSE 12X25 OSD DISCHARGE - FLANGED	DAY	74.00
	J126	HOSE 12X30 OSD DISCHARGE - FLANGED	DAY	148.00
	J127	HOSE 14X10 OSD - FLANGED	DAY	148.00
	J128	HOSE 14X20 OSD - FLANGED	DAY	144.00
	J129	6 X 6 CONTAINMENT BERM	DAY	63.00
	J130	8" 45 DEGREE QC ELBOW FITTING	DAY	19.00
	J131	8" 90 DEGREE BAUER FITTING	DAY	19.00
	J132	1 X 50 HYD HOSE	DAY	113.00
	J133	1-1/4 X 50 HYDRAULIC HOSE	DAY	113.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J134	FLANGED REDUCERS (ALL SIZES)	DAY	13.00
	J135	Y'S	DAY	7.00
	J136	T'S	DAY	13.00
	J137	STRAINERS (ALL SIZES)	DAY	7.00
	J138	BUTTERFLY VALVES	DAY	19.00
	J139	90'S	DAY	25.00
	J140	45'S	DAY	25.00
	J141	4" ISOLATION VALVE	DAY	19.00
	J142	GATE VALVE 6" AND UNDER	DAY	17.00
	J143	12" HDPE 90	DAY	19.00
	J144	SUCTION/DISCHARGE MANIFOLD	DAY	125.00
	J145	12 X 12 CONTAINMENT BERM	DAY	125.00
	J146	12"-18" PIPE PLUG	DAY	51.00
	J147	4 X 10 BAUER PIPE	DAY	19.00
	J148	6 X 10 BAUER PIPE	DAY	19.00
	J149	6 X 20 BAUER PIPE	DAY	25.00
	J150	8 X 10 BAUER PIPE	DAY	25.00
	J151	8 X 20 BAUER PIPE	DAY	25.00
	J152	10' BRIDGE STYLE ROAD CROSSING	DAY	375.00
	J153	12" ROAD CROSSING	DAY	73.00
	J154	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J155	8" ROAD CROSSING	DAY	125.00
	J156	10" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J157	12" ROAD CROSSING	DAY	125.00
	J158	12" ROAD CROSSING DOUBLE WIDE	DAY	125.00
	J159	18" ROAD CROSSING	DAY	188.00
	J160	12 X 10 TYPE A BAUER PIPE	DAY	25.00
	J161	JET ROD	DAY	89.00
	J162	15" - 30" PIPE PLUG	DAY	89.00
	J163	WELLPOINT RISER	DAY	5.00
	J164	SWING ARM ASSEMBLY	DAY	5.00
	J165	8" WELLPOINT HEADER PVC	DAY	25.00
	J166	8" SCHEDULE 40 PVC 90	DAY	12.00
	J167	8" SCHEDULE 40 PVC TEE	DAY	12.00
	J168	6X20 WELLPOINT HEADER PIPE	DAY	19.00
	J169	6" - 20" FUSION MACHINE	DAY	625.00
	J170	8" HDPE PIPE DR17	LF	5.00
	J171	12X8 HDPE REDUCER	DAY	13.00
	J172	12" HDPE PIPE SDR 17	LF	5.00
	J173	12" HDPE PIPE SDR 26	LF	5.00
	J174	14" HDPE 14 X 12 REDUCER	DAY	8.00
	J175	18X12 HDPE REDUCER	DAY	8.00
	J176	18" HDPE 90	DAY	8.00
	J177	18" HDPE SDR 32.5	DAY	3.00
	J178	18" HDPE FLG W/BACKUP RING	DAY	8.00
	J179	18" HDPE 45 BEND	DAY	8.00
	J180	18" KNIFE VALVE	DAY	63.00
	J181	HDPE 45'S	DAY	3.00
	J182	HDPE 90'S	DAY	3.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	J183	18" HDPE PIPE DR17	LF	5.00
	J184	24" - 48" PIPE PLUG	DAY	160.00
	J185	8" PIPE PLUG	DAY	20.00
	J186	10" PIPE PLUG	DAY	24.00
	J187	12" PIPE PLUG	DAY	27.00
	J188	36" - 60" PIPE PLUG	DAY	297.00
	J189	12" FLNG TEE FLOAT HDPE	DAY	7.00
	J190	18 HDPE FLOATING TEE SUCTION	DAY	10.00
	J191	18" X 4" SADDLE	DAY	19.00
	J192	4" QC 45 BEND	DAY	7.00
	J193	4" QC 90 BEND	DAY	7.00
	J194	END CAP 6"	DAY	7.00
	J195	6" QC FLG X SOCKET	DAY	5.00
	J196	6" QC TEE	DAY	3.00
	J197	6" QC 45 BEND	DAY	5.00
	J198	16" HDPE PIPE	DAY	3.00
	J199	6" QC 90 BEND	DAY	5.00
	J200	8" QC FLG X SOCKET	DAY	3.00
	J201	8X12 QC ENLARGER	DAY	5.00
	J202	8"QC MPT X BALL	DAY	5.00
	J203	8 X 6 QC REDUCER	DAY	5.00
	J204	8" QC STRAINER	DAY	7.00
	J205	8" QC TEE	DAY	3.00
	J206	8" QC 45 BEND	DAY	3.00
	J207	8" QC FLG X BALL	DAY	15.00
	J208	8" QC 90 BEND	DAY	3.00
	J209	FLOAT SWITCH	DAY	9.00
	J210	8 X 20 QCP PIPE DR26	DAY	25.00
	J211	12" QC 90	DAY	5.00
	J212	12" QC 45	DAY	5.00
	J213	FITTING ELBOW 4" 90 DEGREES	DAY	7.00
	J214	FITTING ELBOW 8" 90 DEGREES	DAY	19.00
	J215	PUMP HYDROSTATIC TEST 10K PSI AIR	DAY	43.00
	J216	PUMP HYDROSTATIC TEST 8K PSI	DAY	59.00
	J217	HOSE 8' PUMP HYDROSTATIC TEST	DAY	73.00
	J218	PUMP WATCH PER 8 HOUR SHIFT	8HR	2000.00
	J219	HYDROSTATIC TESTING OF PIPING	HOUR	400.00
	J220	24 HOUR SYSTEM TEST	HOUR	400.00
	J221	TEAR DOWN 4" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	2400.00
	J222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	3000.00
	J223	TEAR DOWN 8" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4300.00
	J224	TEAR DOWN 12" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	4200.00
	J225	TEAR DOWN 18" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DAY	5500.00
	J226	TEAR DOWN ADDITIONAL BYPASS DISCHARGE LINE OVER 1000 FEET (ALL SIZES)	DAY	1500.00
K. Pressure Pipe Lining and Reinforced Pressure Pipe Lining Systems				
	K1	6" Installation of Pressure Pipe Lining (Potable)	LF	360.00
	K2	8" Installation of Pressure Pipe Lining (Potable)	LF	405.00
	K3	10" Installation of Pressure Pipe Lining (Potable)	LF	465.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	K4	12" Installation of Pressure Pipe Lining (Potable)	LF	516.00
	K5	15" Installation of Pressure Pipe Lining (Potable)	LF	585.00
	K6	18" Installation of Pressure Pipe Lining (Potable)	LF	705.00
	K7	21" Installation of Pressure Pipe Lining (Potable)	LF	786.00
	K8	24" Installation of Pressure Pipe Lining (Potable)	LF	879.00
	K9	27" Installation of Pressure Pipe Lining (Potable)	LF	960.00
	K10	30" Installation of Pressure Pipe Lining (Potable)	LF	1185.00
	K11	33" Installation of Pressure Pipe Lining (Potable)	LF	1380.00
	K12	36" Installation of Pressure Pipe Lining (Potable)	LF	1518.00
	K13	39" Installation of Pressure Pipe Lining (Potable)	LF	1746.00
	K14	42" Installation of Pressure Pipe Lining (Potable)	LF	2070.00
	K15	48" Installation of Pressure Pipe Lining (Potable)	LF	2760.00
	K16	54" Installation of Pressure Pipe Lining (Potable)	LF	3300.00
	K17	6" Reinforced Pressure Pipe Lining (Non-Potable)	LF	270.00
	K18	8" Reinforced Pressure Pipe Lining (Non-Potable)	LF	330.00
	K19	10" Reinforced Pressure Pipe Lining (Non-Potable)	LF	390.00
	K20	12" Reinforced Pressure Pipe Lining (Non-Potable)	LF	450.00
	K21	15" Reinforced Pressure Pipe Lining (Non-Potable)	LF	510.00
	K22	18" Reinforced Pressure Pipe Lining (Non-Potable)	LF	630.00
	K23	21" Reinforced Pressure Pipe Lining (Non-Potable)	LF	696.00
	K24	24" Reinforced Pressure Pipe Lining (Non-Potable)	LF	855.00
	K25	27" Reinforced Pressure Pipe Lining (Non-Potable)	LF	960.00
	K26	30" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1095.00
	K27	33" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1290.00
	K28	36" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1518.00
	K29	39" Reinforced Pressure Pipe Lining (Non-Potable)	LF	1665.00
	K30	42" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2010.00
	K31	48" Reinforced Pressure Pipe Lining (Non-Potable)	LF	2700.00
	K32	54" Reinforced Pressure Pipe Lining (Non-Potable)	LF	3000.00
	K33	6" Installation of End Seal	EA	4140.00
	K34	8" Installation of End Seal	EA	4140.00
	K35	10" Installation of End Seal	EA	4140.00
	K36	12" Installation of End Seal	EA	4140.00
	K37	15" Installation of End Seal	EA	5520.00
	K38	18" Installation of End Seal	EA	6900.00
	K39	21" Installation of End Seal	EA	6900.00
	K40	24" Installation of End Seal	EA	8280.00
	K41	27" Installation of End Seal	EA	8280.00
	K42	30" Installation of End Seal	EA	8280.00
	K43	33" Installation of End Seal	EA	9660.00
	K44	36" Installation of End Seal	EA	9660.00
	K45	39" Installation of End Seal	EA	11040.00
	K46	42" Installation of End Seal	EA	11040.00
	K47	48" Installation of End Seal	EA	13800.00
	K48	54" Installation of End Seal	EA	13800.00
	K49	6"to 12" System set-up charge (<150 lf)	EA	4140.00
	K50	15" to 21" System set-up charge (<150 lf)	EA	4140.00
	K51	24" to 33" System set-up charge (<150 lf)	EA	4140.00
	K52	36" to 54" System set-up charge (<150 lf)	EA	4140.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
L. Pressure Pipeline Bypass				
	L1	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	LF	110.40
	L2	Connection of each service from 2"- 4" AWWA approved bypass	EA	1269.60
	L3	Operation of 2"- 4" AWWA approved bypass	Day	2760.00
	L4	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	LF	138.00
	L5	Connection of each service from 6"- 8" AWWA approved bypass	EA	1407.60
	L6	Operation of 6"- 8" AWWA approved bypass	Day	3312.00
	L7	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	LF	165.60
	L8	Connection of each service from 10"- 12" AWWA approved bypass	EA	1725.00
	L9	Operation of 10"- 12" AWWA approved bypass	Day	5520.00
	L10	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	LF	414.00
	L11	Connection of each service from 13"- 19" AWWA approved bypass	EA	1794.00
	L12	Operation of 13"- 19" AWWA approved bypass	Day	6900.00
	L13	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	EA	552.00
	L14	Connection of each service from 20"- 24" AWWA approved bypass	EA	2760.00
	L15	Operation of 20"- 24" AWWA approved bypass	Day	6900.00
	L16	Set up bypass of mainlines sizes 25"- 30" AWWA approved bypass	LF	966.00
	L17	Connection of each service from 25"- 30" AWWA approved bypass	EA	2760.00
	L18	Operation of 25"- 30" AWWA approved bypass	Day	8280.00
	L19	Set up bypass of mainlines sizes 31"- 37" AWWA approved bypass	LF	1242.00
	L20	Connection of each service from 31"- 37" AWWA approved bypass	EA	2760.00
	L21	Operation of 31"- 37" AWWA approved bypass	Day	8280.00
	L22	Set up bypass of mainlines sizes 38"- 48" AWWA approved bypass	LF	1656.00
	L23	Connection of each service from 38"- 48" AWWA approved bypass	EA	2760.00
	L24	Operation of 38"- 48" AWWA approved bypass	Day	8280.00
	L25	Annual Generator Maintenance	EA	5000.00
M. Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning				
	M1	6" Cleaning with pressure propelled pigs	LF	27.60
	M2	8" Cleaning with pressure propelled pigs	LF	27.60
	M3	10" Cleaning with pressure propelled pigs	LF	27.60
	M4	12" Cleaning with pressure propelled pigs	LF	27.60
	M5	15" Cleaning with pressure propelled pigs	LF	41.40
	M6	18" Cleaning with pressure propelled pigs	LF	41.40
	M7	21" Cleaning with pressure propelled pigs	LF	41.40
	M8	24" Cleaning with pressure propelled pigs	LF	55.20
	M9	27" Cleaning with pressure propelled pigs	LF	55.20
	M10	30" Cleaning with pressure propelled pigs	LF	55.20
	M11	33" Cleaning with pressure propelled pigs	LF	55.20
	M12	36" Cleaning with pressure propelled pigs	LF	110.40
	M13	42" Cleaning with pressure propelled pigs	LF	110.40
	M14	48" Cleaning with pressure propelled pigs	LF	110.40
	M15	54" Cleaning with pressure propelled pigs	LF	110.40
	M16	6" Cleaning with scrapers or other attached tools	LF	41.40
	M17	8" Cleaning with scrapers or other attached tools	LF	41.40
	M18	10" Cleaning with scrapers or other attached tools	LF	41.40
	M19	12" Cleaning with scrapers or other attached tools	LF	41.40
	M20	15" Cleaning with scrapers or other attached tools	LF	55.20

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	M21	18" Cleaning with scrapers or other attached tools	LF	55.20
	M22	21" Cleaning with scrapers or other attached tools	LF	55.20
	M23	24" Cleaning with scrapers or other attached tools	LF	69.00
	M24	27" Cleaning with scrapers or other attached tools	LF	69.00
	M25	30" Cleaning with scrapers or other attached tools	LF	69.00
	M26	33" Cleaning with scrapers or other attached tools	LF	96.60
	M27	36" Cleaning with scrapers or other attached tools	LF	96.60
	M28	42" Cleaning with scrapers or other attached tools	LF	110.40
	M29	48" Cleaning with scrapers or other attached tools	LF	138.00
	M30	54" Cleaning with scrapers or other attached tools	LF	165.60
	M31	6" Pressure pipe inspection	LF	11.04
	M32	8" Pressure pipe inspection	LF	11.04
	M33	10" Pressure pipe inspection	LF	13.80
	M34	12" Pressure pipe inspection	LF	13.80
	M35	15" Pressure pipe inspection	LF	13.80
	M36	18" Pressure pipe inspection	LF	19.32
	M37	21" Pressure pipe inspection	LF	19.32
	M38	24" Pressure pipe inspection	LF	19.32
	M39	27" Pressure pipe inspection	LF	19.32
	M40	30" Pressure pipe inspection	LF	19.32
	M41	33" Pressure pipe inspection	LF	19.32
	M42	36" Pressure pipe inspection	LF	22.08
	M43	42" Pressure pipe inspection	LF	22.08
	M44	48" Pressure pipe inspection	LF	27.60
	M45	54" Pressure pipe inspection	LF	41.40
	M46	Tuberculation Removal (Pressure & Gravity Pipelines)	LF	40.00
N. Restoration and Associated Items				
	N1	Saw Cutting up to 8" depth	LF	9.00
	N2	Saw Cutting over 8" depth	LF	12.00
	N3	Repair/Rehab 2" Asphalt pavement	SY	52.00
	N4	Repair/Rehab 8" Flex base	SY	46.00
	N5	Repair/Rehab 8" Concrete pavement	SY	173.00
	N6	Repair/Rehab 6" Concrete driveway	SY	121.00
	N7	Repair/Rehab 4" Concrete sidewalk	SY	98.00
	N8	Repair/Rehab Concrete curb and gutter	LF	29.00
	N9	Sodding	SY	29.00
	N10	Repair/Rehab chain link fence with new	LF	25.00
	N11	Repair/Rehab wooden fence with new	LF	29.00
	N12	TOPSOIL COMPLETE	CY	41.00
	N13	SANDING COMPLETE	CY	41.00
	N14	MULCH COMPLETE	CY	41.00
	N15	STRAW BALE BARRIER	LF	20.00
	N16	TREE REPLACEMENT: HARDWOODS, 2”	EACH	863.00
	N17	TREE REPLACEMENT: PINES, 2”	EACH	863.00
	N18	SHRUB REPLACEMENT: 1 GALLON	EACH	40.00
	N19	SHRUB REPLACEMENT: 3 GALLON	EACH	63.00
	N20	SHRUB REPLACEMENT: 5 GALLON	EACH	82.00
	N21	SHRUB REPLACEMENT: 7 GALLON	EACH	122.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	N22	BEDDING FLOWERS: PER FLAT OF 18	EACH	575.00
	N23	STONE RIP RAP TYPE I, 24" IN PLACE COMPLETE	SY	260.00
	N24	STONE RIP RAP TYPE III, 12" IN PLACE COMPLETE	SY	260.00
	N25	STONE GROUTED RIP RAP - 12" INSTALLED	SY	288.00
	N26	SILT FENCE TYPE A, COMPLETE	LF	12.00
	N27	SILT FENCE TYPE C, COMPLETE	LF	8.00
	N28	ORANGE BARRIER FENCE	LF	6.00
	N29	HAY BALES COMPLETE	EACH	160.00
	N30	PLASTIC FILTER FABRIC INSTALLED	SY	10.00
	N31	PERMANENT SOIL REINF MAT INSTALLED	SF	125.00
O. Additional Labor Rates and Traffic Control				
	O1	SUPERINTENDENT - REGULAR	HR	35.00
	O2	FOREMAN - REGULAR	HR	30.00
	O3	LABORER - REGULAR	HR	20.00
	O4	TRUCK DRIVER - REGULAR	HR	24.00
	O5	UTILITY - REGULAR	HR	20.00
	O6	SUPERINTENDENT - OVER TIME	HR	65.00
	O7	FOREMAN - OVER TIME	HR	60.00
	O8	LABORER - OVER TIME	HR	32.00
	O9	TRUCK DRIVER - OVER TIME	HR	42.00
	O10	UTILITY - OVERTIME	HR	40.00
	O11	Barricades, Signs, and Traffic Handling (per setup)	EA	3500.00
	O12	Traffic Control Plan (per setup)	EA	2500.00
	O13	Flagmen	HR	40.00
	O14	Uniformed Officers	HR	65.00
	O15	SWPPP	EA	2500.00
	O16	Service Tech	HR	200.00
	O17	Holiday Pay	HR	300.00
P. Crew Travel & Mobilization				
	P1	Travel and Mobilization- TML Region 2 (Amarillo)	EA	8970.00
	P2	Travel and Mobilization- TML Region 3 (Caprock-Lubbock)	EA	8970.00
	P3	Travel and Mobilization- TML Region 4 (Permian Basin Region-Odessa)	EA	8970.00
	P4	Travel and Mobilization- TML Region 5 (Red River Valley-Wichita Falls)	EA	5980.00
	P5	Travel and Mobilization- TML Region 6 (Hub of Texas-Abilene)	EA	4784.00
	P6	Travel and Mobilization- TML Region 7 (Alamo Region-San Antonio)	EA	4784.00
	P7	Travel and Mobilization- TML Region 8 (Where the West Begins-Ft. Worth)	EA	3250.00
	P8	Travel and Mobilization- TML Region 9 (Heart of Texas-Waco)	EA	4784.00
	P9	Travel and Mobilization- TML Region 10 (Highland Lakes-Austin)	EA	3250.00
	P10	Travel and Mobilization- TML Region 11(Coastal Bend-Corpus Christi)	EA	8970.00
	P11	Travel and Mobilization- TML Region 12 (Lower Rio Grande Valley-McAllen)	EA	11960.00
	P12	Travel and Mobilization- TML Region 13 (North Central Texas-Dallas)	EA	3250.00
	P13	Travel and Mobilization- TML Region 14 (San Jacinto-Houston Area)	EA	3250.00
	P14	Travel and Mobilization- TML Region 15 (Tyler-Longview)	EA	4784.00
	P15	Travel and Mobilization- TML Region 16 (Golden Pine & Oil-Beaumont)	EA	4784.00
	P16	Travel and Mobilization - Oklahoma	EA	13000.00
	P17	Travel and Mobilization - Louisiana	EA	9750.00
	P18	Travel and Mobilization - Colorado	EA	20000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P19	Travel and Mobilization - Arkansas	EA	20000.00
	P20	Travel and Mobilization - Missouri	EA	20000.00
	P21	Travel and Mobilization - Kansas	EA	20000.00
	P22	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P23	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P24	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P25	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P26	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00
	P27	Travel and Mobilization - Alabama	EA	20000.00
	P28	Travel and Mobilization - Alaska	EA	100000.00
	P29	Travel and Mobilization - Arizona	EA	35000.00
	P30	Travel and Mobilization - Arkansas	EA	20000.00
	P31	Travel and Mobilization - California	EA	45000.00
	P32	Travel and Mobilization - Colorado	EA	30000.00
	P33	Travel and Mobilization - Connecticut	EA	50000.00
	P34	Travel and Mobilization - Delware	EA	50000.00
	P35	Travel and Mobilization - Florida	EA	30000.00
	P36	Travel and Mobilization - Georgia	EA	35000.00
	P37	Travel and Mobilization - Hawaii	EA	300000.00
	P38	Travel and Mobilization - Idaho	EA	45000.00
	P39	Travel and Mobilization - Illinois	EA	30000.00
	P40	Travel and Mobilization - Indiana	EA	30000.00
	P41	Travel and Mobilization - Iowa	EA	30000.00
	P42	Travel and Mobilization - Kansas	EA	30000.00
	P43	Travel and Mobilization - Kentucky	EA	30000.00
	P44	Travel and Mobilization - Louisiana	EA	20000.00
	P45	Travel and Mobilization - Maine	EA	50000.00
	P46	Travel and Mobilization - Maryland	EA	30000.00
	P47	Travel and Mobilization - Massachusetts	EA	30000.00
	P48	Travel and Mobilization - Michigan	EA	30000.00
	P49	Travel and Mobilization - Minnesota	EA	30000.00
	P50	Travel and Mobilization - Mississippi	EA	20000.00
	P51	Travel and Mobilization - Montana	EA	30000.00
	P52	Travel and Mobilization - Nebraska	EA	30000.00
	P53	Travel and Mobilization - Nevada	EA	45000.00
	P54	Travel and Mobilization - New Hampshire	EA	45000.00
	P55	Travel and Mobilization - New Jersey	EA	50000.00
	P56	Travel and Mobilization - New Mexico	EA	40000.00
	P57	Travel and Mobilization - New York	EA	45000.00
	P58	Travel and Mobilization - North Carolina	EA	30000.00
	P59	Travel and Mobilization - North Dakota	EA	40000.00
	P60	Travel and Mobilization - Ohio	EA	40000.00
	P61	Travel and Mobilization - Oklahoma	EA	15000.00
	P62	Travel and Mobilization - Oregon	EA	45000.00
	P63	Travel and Mobilization - Pennsylvania	EA	40000.00
	P64	Travel and Mobilization - Rhode Island	EA	45000.00
	P65	Travel and Mobilization - South Carolina	EA	30000.00
	P66	Travel and Mobilization - South Dakota	EA	40000.00
	P67	Travel and Mobilization - Tennessee	EA	30000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	P68	Travel and Mobilization - Utah	EA	30000.00
	P69	Travel and Mobilization - Vermont	EA	40000.00
	P70	Travel and Mobilization - Virginia	EA	40000.00
	P71	Travel and Mobilization - Washington	EA	50000.00
	P72	Travel and Mobilization - West Varginia	EA	30000.00
	P73	Travel and Mobilization - Wisconsin	EA	40000.00
	P74	Travel and Mobilization - Wyoming	EA	40000.00
	P75	Travel and Mobilization - Emergency Mobilization	EA	10000.00
	P76	Travel and Mobilization - Rehab of Less Than 100 Ft	EA	25000.00
	P77	Travel and Mobilization - Rehab of 101 Ft to 300 Ft	EA	20000.00
	P78	Travel and Mobilization - Rehab of 301 Ft to 500 Ft	EA	15000.00
	P79	Travel and Mobilization - Rehab of 501 Ft to 1000 Ft	EA	10000.00

FORM E - Products and Services Offerings (Tab B)				
Offer Name:	**Vortex Companies, LLC**			
Invitation No.	**TP07-18 Trenchless Pipeline Rehabilitation Services**			
Section	**Item No.**	**Full Description**	**UNITS**	**PRICE**
AA. Quadex Lining Sytem Equipment				
	AA1	Quadex Lining System Rig	EA	325000.00
	AA2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	AA3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	AA4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	AA5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	AA6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	AA7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	AA8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	AA9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
BB. Robots and Cameras				
	BB1	DT640 MAG Underwater ROV Robot - magnetic wheels (DEEP TREKKER)	EA	16497.8
	BB2	DT640 STD Underwater ROV Robot (DEEP TREKKER)	EA	13747.8
	BB3	DTG2 STARTER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	4288.9
	BB4	DTG2 PRO PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	5388.9
	BB5	DTG2 SMART PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	8578.9
	BB6	DTG2 WORKER PKG Fully Portable ROV for Underwater Inspection (DEEP TREKKER)	EA	10448.9
	BB7	DTPOD 150 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	2418.9
	BB8	DTPOD 300 BASE SYSTEM - surveillance and monitoring camera (DEEP TREKKER)	EA	5498.9
	BB9	DT340L PIPE CRAWLER - pipe inspection system (DEEP TREKKER)	EA	12900
	BB10	DT340S PIPE CRAWLER - pan & tilt pipe inspection system (DEEP TREKKER)	EA	27500
	BB11	DT340X PIPE CRAWLER - LARGE pan & tilt pipe inspection system (DEEP TREKKER)	EA	36000
	BB12	MINI MILLER ROBOT G8/17 110v (PICOTE)	EA	4141
	BB13	MAXI MILLER ROBOT KK12/30 110v (PICOTE)	EA	10985
	BB14	MAXI MILLER POWER PLUS ROBOT 18/20 400v (PICOTE)	EA	19125
	BB15	Coating Pump U.S., UK 110v (includes 3 hose connectors and 2 brush stoppers) (PICOTE)	EA	7128
	BB16	1330 Robot (SCHWALM)	EA	71500
	BB17	2060 Robot F (SCHWALM)	EA	102850
	BB18	2060 Robot Z (SCHWALM)	EA	103950
	BB19	Focus Camera (SCHWALM)	EA	8250
	BB20	Zoom Camera (SCHWALM)	EA	9900
	BB21	12000 Air Motor (SCHWALM)	EA	2400
	BB22	13000 Air Motor (SCHWALM)	EA	2100
	BB23	Digital Box (SCHWALM)	EA	7200
	BB24	Control Unit Schwalm (SCHWALM)	EA	20350
	BB25	Control Unit Cues (SCHWALM)	EA	20000
	BB26	Remote (SCHWALM)	EA	742.5
	BB27	Cable Drum (SCHWALM)	EA	20900
	BB28	Twin Hose Reel (SCHWALM)	EA	17500
	BB29	6" Schwalm non-flow-through packer (SCHWALM)	EA	4000
	BB30	7" Schwalm non-flow-through packer (SCHWALM)	EA	4200
	BB31	8" Schwalm non-flow-through packer (SCHWALM)	EA	4300
	BB32	8" Schwalm flow-through packer (SCHWALM)	EA	7100

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	BB33	10"-12" Schwalm flow-through packer (SCHWALM)	EA	7600
	BB34	4" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
	BB35	6" Schwalm rubber lateral insertion device (lid) (SCHWALM)	EA	520
CC. Internal Pipe Seal-mechanical, stainless steel sleeve with EPDM rubber				
	CC1	8"-Stainless steel with EPDM	EA	756.00
	CC2	10"-Stainless steel with EPDM	EA	786.00
	CC3	12"-Stainless steel with EPDM	EA	819.00
	CC4	15"-Stainless steel with EPDM	EA	948.15
	CC5	18"-Stainless steel with EPDM	EA	1042.00
	CC6	21"-Stainless steel with EPDM	EA	1190.70
	CC7	24"-Stainless steel with EPDM	EA	1404.90
DD. Installation Packer for Internal Pipe Seals				
	DD1	8'-12" Packer with coupling rod	EA	5500.00
	DD2	15"-18" Packer with coupling rod	EA	6900.00
	DD3	21"-24" Packer with coupling rod	EA	8100.00
EE. Liner End Seal-mechanical, stainless steel sleeve with EPDM rubber				
	EE1	8"-Stainless steel with EPDM	EA	677.25
	EE2	10"-Stainless steel with EPDM	EA	690.00
	EE3	12"-Stainless steel with EPDM	EA	708.75
	EE4	15"-Stainless steel with EPDM	EA	897.75
	EE5	18"-Stainless steel with EPDM	EA	995.00
	EE6	21"-Stainless steel with EPDM	EA	1118.25
	EE7	24"-Stainless steel with EPDM	EA	1244.25
FF. Flusher Gate				
	FF1	Flusher Gate	EA	25000.00
GG. UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items.				
	GG1	6" X 2.8mm UV CURE	LF	54.00
	GG2	8 X 2.8mm UV CURE	LF	52.00
	GG3	10 X 2.8mm UV CURE	LF	55.00
	GG4	12" X 2.8mm UV CURE	LF	61.00
	GG5	15" X 3.5mm UV CURE	LF	74.00
	GG6	18" X 4.2mm UV CURE	LF	105.00
	GG7	21" X 4.9mm UV CURE	LF	135.00
	GG8	24" x 5.6mm UV CURE	LF	168.00
	GG9	27" x 5.6mm UV CURE	LF	219.00
	GG10	30" x 5.6mm UV CURE	LF	240.00
	GG11	33" x 5.6mm UV CURE	LF	271.00
	GG12	36" x 5.6mm UV CURE	LF	305.00
	GG13	42" x 8.4mm UV CURE	LF	467.00
	GG14	48" x 8.4mm UV CURE	LF	541.00
	GG15	Cured-In-Place Pipe Segmental Patches 6" UV Cure	EA	4800.00
	GG16	Cured-In-Place Pipe Segmental Patches 8"-12" UV Cure	EA	5400.00
	GG17	Cured-In-Place Pipe Segmental Patches 13"-18"" UV Cure	EA	9000.00
	GG18	Cured-In-Place Pipe Segmental Patches 19"-24" UV Cure	EA	10600.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG19	Cured-In-Place Pipe Segmental Patches 25"-36"" UV Cure	EA	14000.00
	GG20	Internal reconnects on Cured-in-place pipe	EA	276.00
	GG21	6" & 8" Additional 1.5mm	LF	0.92
	GG22	10" & 12" Additional 1.5mm	LF	4.60
	GG23	15" & 18" Additional 1.5mm	LF	13.80
	GG24	21" & 24" Additional 1.5mm	LF	23.00
	GG25	27" Additional 1.5mm	LF	27.60
	GG26	30" Additional 1.5mm	LF	32.20
	GG27	33" Additional 1.5mm	EA	36.80
	GG28	36" Additional 1.5mm	EA	41.40
	GG29	42" Additional 1.5mm	EA	46.00
	GG30	48" Additional 1.5mm	EA	55.20
	GG31	54" Additional 1.5mm	EA	64.40
	GG32	60" Additional 1.5mm	EA	75.00
	GG33	6" & 8" Additional .7mm	LF	4.00
	GG34	10" & 12" Additional .7mm	LF	7.00
	GG35	15" Additional .7mm	LF	9.00
	GG36	18" Additional .7mm	LF	10.00
	GG37	21" Additional .7mm	LF	12.00
	GG38	24" Additional .7mm	LF	14.00
	GG39	27" Additional .7mm	LF	15.00
	GG40	30" Additional .7mm	LF	17.00
	GG41	33" Additional .7mm	LF	18.00
	GG42	36" Additional .7mm	LF	20.00
	GG43	42" Additional .7mm	LF	29.00
	GG44	48" Additional .7mm	LF	42.00
	GG45	6"-12" CIPP Set-up Charge	LF	7.00
	GG46	15"-18" CIPP Set-up Charge	LF	12.00
	GG47	21"-24" CIPP Set-up Charge	LF	18.00
	GG48	27"-36" CIPP Set-up Charge	LF	24.00
	GG49	42"-48" CIPP Set-up Charge	LF	24.00
	GG50	6" - 12" CIPP Additional Charge Per Install Length (>200')	LF	36.00
	GG51	15" - 18" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG52	21" - 24" CIPP Additional Charge Per Install Length (>200')	LF	42.00
	GG53	27" - 36" CIPP Additional Charge Per Install Length (>200')	LF	48.00
	GG54	42" - 48" CIPP Additional Charge Per Install Length (>200')	LF	54.00
	GG55	6" to 12" Backyard Easement Additional Set-up Per Install Length	LF	5.00
	GG56	15" to 24" Backyard Easement Additional Set-up Per Install Length	LF	10.00
	GG57	27" to 48" Backyard Easement Additional Set-up Per Install Length	LF	15.00
	GG58	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX	MILE	14.00
	GG59	4"-6" Installation and cure of lateral liner from main <12" dia.	LF	4600.00
	GG60	4"-6" Installation and cure of lateral liner from surface clean out to main	LF	5980.00
	GG61	4"-6" Set-up for installations of <20 each total	EA	4600.00
	GG62	4"-6" Set-up for installations of 20-50 each total	EA	3220.00
	GG63	4"-6" Set-up for installations of 51-150 each total	EA	1840.00
	GG64	6" - 12" CIPP Setup Charge (< 300 LF)	EA	1000.00
	GG65	15" - 21" CIPP Setup Charge (< 300 LF)	EA	1500.00
	GG66	24" - 36" CIPP Setup Charge (< 300 LF)	EA	2000.00
	GG67	36" or Larger CIPP Setup Charge (< 300 LF)	EA	4000.00

Invitation No.		TP07-18 Trenchless Pipeline Rehabilitation Services		
	GG68	Backyard Easement Setup (6" - 10")	EA	2500.00
	GG69	Backyard Easement Setup (12" - 18")	EA	3500.00
	GG70	Timber Matting for Large Diameter Setup	SY	75.00
	GG71	4" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG72	5" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG73	6" Wye Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG74	4" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG75	5" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
	GG76	6" Tee Top Hat PipePatch Lateral Kit INSTALLED	EA	3000.00
HH. Sealing of RCP or CMP Storm Sewer Joints and Additional Associated Items.				
	HH1	Quadex Lining System Rig	EA	325000.00
	HH2	Quadex SprayMaster Manhole Lining Equipment	EA	75000.00
	HH3	Quadex SpinMaster Robotic SpinCasting Equipment	EA	12000.00
	HH4	QM-1s Restore Pallet (56 bags) 60# bags	EA	1400.00
	HH5	Aluminliner Pallet (56 bags) 60# bags	EA	1960.00
	HH6	Aluminliner PF Pallet (56 bags) 60# bags	EA	2240.00
	HH7	Quad Plug Pallet (36 pails) 50# pail	EA	2240.00
	HH8	Hyperform Pallet (56 bags) 60# bags	EA	2240.00
	HH9	GeoKrete Pallet (56 bags) 60# bags	EA	3080.00
II. Sealing of Box Culvert Storm Sewer Joints and Additional Associated Items.				
	II1	SEE ITEM(S) HH ABOVE		
JJ. Gravity Sewer Lateral Renewal Systems and Additional Associated Items.				
	JJ1	4" Wye Top Hat PipePatch Kit	EA	145.00
	JJ2	5" Wye Top Hat PipePatch Kit	EA	155.00
	JJ3	6" Wye Top Hat PipePatch Kit	EA	165.00
	JJ4	4" Tee Top Hat PipePatch Kit	EA	145.00
	JJ5	5" Tee Top Hat PipePatch Kit	EA	155.00
	JJ6	6" Tee Top Hat PipePatch Kit	EA	165.00





QUADEX®
A VORTEX COMPANY
REPAIR MATERIALS

GEOKRETE® GEOPOLYMER MORTAR FOR RAW, STORM AND WASTEWATER INFRASTRUCTURE REHABILITATION

MANHOLES | TUNNELS | CULVERTS | PIPE | WET WELLS | AND MORE...

Formulated for Versatility in Applications

GeoKrete® is a formulated mortar comprised of aluminosilicate powder and an alkaline activator, that when mixed with water, forms a durable inorganic polymer. Contrary to typical cements which hydrate to bind aggregates, a geopolymer uses water as the catalyst to trigger a chemical reaction. This reaction yields very high early and long-term strength, exceptional bonding properties and ideal conditions for precision mixing, pumping and spraying.

Geopolymer mortars are the next generation of spray-applied structural coatings and are designed to perform where traditional cements, expensive composite systems (cement+epoxy) and other rehab methods fall short.

Recommended uses:
- Pipe/Culverts 30" and greater
- Tunnels (circular, box, arch, elliptical, egg and odd-shaped)
- Wet wells and junction boxes
- Manholes

GEOKRETE®

CERTIFIED REDUCED CARBON FOOTPRINT SCS GLOBAL SERVICES

Compared to Baseline for Trenchless Repair Systems for Structural Rehabilitation of Civil Infrastructure

Key Performance Features

For optimum performance and consistent results, Quadex developed an advanced line of application equipment and strict QA/QC processes to help ensure a quality installation.

A few of GeoKrete's performance features:
- Can be applied in wide range of temperatures exceeding traditional cement-based mortars.
- It cures through poly-condensation resulting in many of its superior performance features.
- It can be applied in multiple layers installed at different times.
- Can be pumped far distances without the risk of "set-up".
- Delivers fully structural and corrosion resistant liner.

Bonds to a Multitude of Surfaces

The inherent physical properties of GeoKrete allow it to tenaciously bond to a broad range of pipe and infrastructure materials typically used for sanitary and stormwater infrastructure, including:
- Concrete
- Stone
- Steel
- Plastic

Designed for Harsh Sewer Environments

Considered one of the only true geopolymers on the market, once applied, GeoKrete forms a monolithic, inorganic polymer structure, making it extremely resistant to acids and provides longer surface durability.

Third party performance testing in critical areas lead the industry:
- Chemical Resistance (ASTM C267)
  0% mass loss in 12 week sulfuric acid test @ pH 1.0 immersion
- Shrinkage (ASTM C1090)
  28-days ≤ 0.02%
- Freeze Thaw (ASTM C666)
  No visible damage after 300 cycles
- Abrasion Resistance (ASTM C1138)
  6 Cycles at 28 Day – loss <1.0%

Certified as a Reduced Carbon Footprint Product

SCS Global Services, a nationally recognized third party testing and assessment facility certified GeoKrete as an official Reduced Carbon Footprint product when compared to other trenchless rehabilitation systems for structural rehabilitation.
- 51% less than Portland cement-based mortars
- 59% less than Calcium Aluminate cement-based mortars
- 95% less than Cured-In-Place Pipe (CIPP) process

Rev. 08-10-2020



SPECIFY GEOKRETE® FOR MANHOLES, TUNNELS & CULVERTS

In Need of Fully Structural Rehabilitation & Corrosion Protection



129’ Deep Manhole/350’ Egg-Shaped Culvert Rehabilitation

Lakewood, OH

Owner:
City of Lakewood, OH

Problem:
A 129’ deep brick manhole constructed in 1912, along with a 350’ of 78”H x 66”W brick culvert built in 1915, had reached the end of their useful lives and were in a state of imminent failure.

Challenges:
- Shear depth of the manhole presented challenges. A specially equipped man lift was used to lower crew into manhole.
- 15 large baffles originally built into the manhole structure had to be removed and the voids repaired.
- The culvert outfall was at the base of a steep slope with 60° incline; made access difficult.

Solution:
The Quadex Lining System® featuring GeoKrete geopolymer. Installation thickness optimized applying varying thicknesses ranging from 1” to 3” to provide a fully structural renewal and eliminate I&I.



10-Year Follow-up on GeoKrete Lined Manholes

Neenah, WI

Owner:
City of Neenah, WI

Problem:
15 manholes located in Northern Wisconsin, previously coated with a polyurea, were already failing after one year. Extensive flaking and peeling was present indicating a complete failure was imminent.

Solution:
Quadex® GeoKrete geopolymer was specified to correct the problem and applied with the spinMASTER® system to ensure a consistent lining from top to bottom. A trowel was then used to smooth-out the finish. Since GeoKrete has an quick cure time, the manholes did not have to be taken out of service.

Ten Year Inspection:
In 2016 the manholes were re-inspected. There were no signs of failure or degradation.



Brick Sewer Rehabilitation In Front of Boston General Hospital

Boston, MA

Owner:
Boston Water & Sewer Commission
Dimensions

Problem:
A section of an old sewer was odd shaped, contained obstructions and could not be CIPP lined. Since it was located near the hospital entrance a trenchless solution was the only option.

Solution:
The Quadex Lining System, featuring GeoKrete, was used to reline and structurally restore 415’ of 54’H x 36’W brick sewer. It was spray-applied to the odd-shaped sewer and was able to cover the obstructions as well.

One Year, Post Inspection:
GeoKrete Geopolymer liner is still in the same condition as the day it was installed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2021 — 12/10/2020

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

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

PRODUCER: Lockton Companies 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Crum & Forster Specialty Insurance Co	44520
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Vortex Services, LLC
1406282 (See Attached Named Insured Schedule)
18150 Imperial Valley Dr.
Houston TX 77060

COVERAGES **CERTIFICATE NUMBER:** 17062601 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO 5597236-02	12/11/2020	12/11/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP 5597237-02	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	SXS 7356540 00	12/11/2020	12/11/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC 5616707-02	12/11/2020	12/11/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Contractors Pollution (Claims Made)	Y	Y	PKC-110534	12/11/2020	12/11/2021	$5,000,000 Each Occurrence $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Pollution Deductible: $25,000 each pollution condition. RE: Project: Cocoa Water Plant Rehabilitation. Additional Insured in favor of City of Cocoa on all policies (except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER

17062601

City of Cocoa
375 N Cocoa Blvd
Cocoa FL 32922

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording.

VORTEX NAMED INSUREDS

Vortex Infrastructure Holdco, LLC
Vortex Companies, LLC
Vortex Services, LLC
Vortex Infrastructure Services, LLC
Vortex Infrastructure Products, LLC
Vortex Infrastructure Holdings, LLC
Vortex Technology Group, LLC
Vaught Services, LLC
Vortex Turnkey Solutions, LLC
Quadex Lining Systems, LLC
Vortex West, LLC
Vortex Industrial Solutions, LLC
Ricor Services, LLC
VacVision Environmental, LLC
Quadex Acquisition, LLC
Quadex, LLC
Schwalm USA, LLC
Shoptrenchless.com LLC
Vortex Companies International, LLC
Quadex International, LLC
Vaught Holdings, LLC
Stag Acquisition, LLC
AquaPura, LLC
Midas South Central
Pipe Robotec
Midas Flow Controls – South Central, LLC
Ted Berry Company, LLC
Clear Drain of Main LLC
Ted Berry Trenchless Technology Team LLC
Vortex Services, LLC F/K/A VacVision Environmental, LLC

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "VORTEX SERVICES, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF CONVERSION, FILED THE FIFTEENTH DAY OF FEBRUARY, A.D. 2019, AT 5:54 O`CLOCK P.M.

CERTIFICATE OF FORMATION, FILED THE FIFTEENTH DAY OF FEBRUARY, A.D. 2019, AT 5:54 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "VORTEX SERVICES, LLC".

Jeffrey W. Bullock, Secretary of State

7283899 8100H
SR# 20198167868

Authentication: 204037474
Date: 11-19-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:54 PM 02/15/2019
FILED 05:54 PM 02/15/2019
SR 20191058030 - File Number 7283899

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE LIMITED LIABILITY COMPANY TO A DELAWARE LIMITED LIABILITY COMPANY PURSUANT TO SECTION 18-214 OF THE LIMITED LIABILITY ACT

1.) The jurisdiction where the Non-Delaware Limited Liability Company first formed is Florida.

2.) The jurisdiction immediately prior to filing this Certificate is Florida.

3.) The date the Non-Delaware Limited Liability Company first formed is June 8, 2006.

4.) The name of the Non-Delaware Limited Liability Company immediately prior to filing this Certificate is VacVision Environmental, LLC.

5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Vortex Services, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 15th day of February, A.D. 2019.

By: Quin Breland
Authorized Person

Name: Attorney-in-Fact
Print or Type

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Vortex Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

18150 Imperial Valley Dr.

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX. 77060

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	5	0	0	7	2	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 1/21/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DocuSign Envelope ID: AEB30A77-4FFB-4C5C-B677-470355619117

AMENDMENT No. 1 to CONTRACT No. TP07-18
For
Trenchless Pipeline Rehabilitation Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Vortex Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2022 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 6/3/2021

Signed for: **Vortex Services, LLC**

DocuSigned by:
86D788C9CC6D476...

Printed Name & Title: Nicholas Banchetti COO

Date: 6/2/2021

ORIGINAL

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **VORTEX SERVICES, LLC** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with H-GAC Houston – Galveston Area Council , said contract being identified as: CoOp – Vortex Services LLC – Public Services Contract No. TP07-18; Manhole Rehabilitation and other related services specified within the Cooperative Agreement, Table Form D - Products and Service Offerings Invitation No. TP07-18 (referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as **EXHIBIT A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

This agreement shall commence upon the latest date of signature by and between mutual parties, the City of Cocoa and Vortex Services. All services under this agreement shall be in conformance with the original H-GAC CoOp agreement and will terminate on June 30, 2021. Unless directly specified under a written change or extension provisioned under Article 15, of the original agreement, which shall be fully executed by H-GAC, the VENDOR (Vortex Services) to this agreement, upon which the City of Cocoa shall continue services should it be in the best interest of the City.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

e. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

f. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

g. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Vortex Services, LLC

Entered this 17 day of December

Ben Roese, Regional Vice President

(Signature)

12/17/2020

(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N / A _____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: _____ City Clerk

CITY OF COCOA CORPORATE SEAL FLORIDA

HGACBuy (/default.aspx)

List of HGACBuy End Users

Select a State to See a List of End Users From That State

Florida

Filter by Name:

Agency Name	City
City of Cocoa (FL)	Cocoa

News & Events

End User Orientation (/events/event-details.aspx?eventid=121)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=121)

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?

- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

Contractor Orientation (/events/event-details.aspx?eventid=126)

Join us for a Contractor Orientation Webinar (/events/event-details.aspx?eventid=126)

The orientation will discuss:

- Our cooperative environment
- Requirements for Member participation
- Preparing Contract Pricing Worksheets
- Purchase orders and Order Confirmations
- Quarterly Activity Reporting

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

End User Orientation (/events/event-details.aspx?eventid=127)

Join us for an HGACBuy End User Orientation (/events/event-details.aspx?eventid=127)

Webinar will begin exactly at 9:30AM CST. Please be on time for the webinar or you may miss the presentation and have to wait until the next one.

The HGACBuy End User Orientation objective is to introduce End Users to the HGACBuy program:

- Who is HGACBuy?
- Discuss what HGACBuy Cooperative does
- The advantages of using HGACBuy
- Discuss the purchasing process
- HGACBuy Website

(https://www.addtoany.com/share#url=https%3A%2F%2Fwww.hgacbuy.org%2Fabout%2Fend-users.aspx&title=List%20of%20HGACBuy%20End%20Users%20-%20HGACBuy)

Legislation Details (With Text)

File #:	21-513	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	7/22/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. 77443 with Connect Consulting, Inc. for Continuing Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services; To Approve a Resolution Amending the FY21 Budget; BAF # 21-106-PT. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa FY 2021-PO 77443 Change Order Proposal.pdf Budget Resolution 8.24.21 CCI.pdf BAF 21-106-PT-UT-Well-Field Maintenance (8-24-21) Agenda 21-513.pdf Connect Consulting COI exp. 9.28.21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 22, 2021
Agenda Date: August 24, 2021
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. 77443 with Connect Consulting, Inc. for Continuing Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services; To Approve a Resolution Amending the FY21 Budget; BAF # 21-106-PT

BACKGROUND:

The Dyal WTP owns and operates a ground water treatment plant that supplies potable water for the City of Cocoa water utility customers. The treatment process begins by pulling raw water from the Floridan aquifer utilizing a well system of 48 wells that are monitored and operated by the Dyal WTP.

The raw water production wells consist of large electric motors and mechanical pumps that operate 24/7. Preventative maintenance and corrective maintenance are required to properly maintain the wellfield equipment. As the wellfield equipment ages, additional repairs are required to keep the equipment operational. The City of Cocoa Utilities Department contracts with Connect Consulting, Inc. (CCI) to perform the required maintenance, and budgets $250,000/yr. for this effort. The required maintenance and costs vary based on a detailed evaluation of the wells and the costs will vary. A recent evaluation of the remaining work to be performed revealed that additional funds are required

to complete the remaining work scheduled for FY21.

Funds for the requested change order existing within the existing infrastructure account but the amount requested is above the City Manager signing authority. Staff is requesting a change order to PO# 77443 in the amount of $68,000 for additional work necessary to keep the wellfield operating properly for the remainder of FY21.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF # 21-106-PT
Amount Requested	$68,000
Account Number	424-4020-536.63-00, WS1106
Account Name	Infrastructure
Source of Funds:	Project Transfer/Operating Revenue
Account Number	424-4020-536.63-00, WS18SW
Account Name	Infrastructure
Change Order Amount	$68,000
Original Purchase Order	77443
Original P.O. Amount	$250,000
Total number of change orders to date	1
Total amount in change orders to date	$68,000

PREVIOUS ACTION:

On October 27, 2020, City Council approved Agenda #20-613 for a multi-year contract with CCI and a not-to-exceed P.O. request in the amount of $250,000 for wellfield maintenance and repair for FY 2021.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. 77443 with Connect Consulting, Inc. for Continuing Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services; To Approve a Resolution Amending the FY21 Budget; BAF # 21-106-PT.

powered by Legistar™

CCI Connect Consulting, Inc.
Water Resource Consultants

Change Order Proposal

Proposal Date
8/1/2021

PROPOSAL TO:

Sean McFarland
Water Treatment Manager
City of Cocoa, Florida
65 Stone St., Cocoa, FL 32922

CCI Project No.
200.10

Purchase Order: 77443

Well	Description	Quantity	Unit Cost	Total
	FY 2021 Wellfield Evaluation and Rehabilitation Services			
	This proposal covers additional work to be completed on various public supply and aquifer recovery and storage wells in fiscal year 2021.			
R-10	1. Furnish & install treatment chemicals 2. Acidize well with HCL 3. Redevelop Well 4. Post-Treatment Pumping Test and Video Survey 5. Prepare report to FDEP UIC	1	$46,500.00	$46,500.00
14	1. Evaluate and repair packing gland	1	$5,000.00	$5,000.00
12B	1. Brush 12-inch steel casing 2. Furnish and install 8-inch steel liner casing 3. Back plug well from 520 to 350 feet	1	$30,000.00	$30,000.00
	Change Order Total: **PO 77443 Balance as of 8/1/2021:**			**$81,500.00** **$13,504.00**
Thank you for your business		**Total**		**$67,996.00**

1210 Emmel Road, Lake Helen, Florida 32744
Phone: 386-473-7766
e-mail: drobertson@cciwater.com

RESOLUTION NO. 2021-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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 24th day of August, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-106-PT

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: UT/Dyal 4020 | DATE PREPARED: 08/02/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 68,000)	424-4020-536.63-00	WS18SW	Infrastructure	$ 0	$ 0	($ 68,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 68,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 68,000	424-4020-536.63-00	WS1106	Infrastructure	$ 0	$ 0	$ 68,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 68,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional work is needed to keep the well-field, which supplies ground water to the Dyal WTP, in good running condition. The well-field is aging and ongoing work is needed to keep it running properly. An additional $68,000.00 is being requested to complete proposed work for the remainder of FY 2021. CCI has provided a copy of their proposal for the remainder of the year. Agenda # 21-513

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/24/21 *RESOLUTION #:*

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

8/2/21	Sean McFarland — Digitally signed by Sean McFarland Date: 2021.08.02 08:57:41 -04'00'	8/3/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.08.03 12:23:03 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh — Digitally signed by John "Jack" Walsh Date: 2021.08.02 10:58:34 -04'00'	8/11/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.08.11 14:35:31 -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 #: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2020

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

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

PRODUCER AssuredPartners A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	**CONTACT NAME:** Allison Barga **PHONE (A/C, No, Ext):** 360-626-2007 **FAX (A/C, No):** 360-626-2007 **E-MAIL ADDRESS:** allison.barga@assuredpartners.com
INSURED 467 Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Accident and Indemnity Company — 22357 **INSURER C :** Argonaut Insurance Company — 19801 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 978373924 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR [ ] Separation Insds GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			52SBMNL0852	9/28/2020	9/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			52UECHA1233	9/28/2020	9/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			52SBMNL0852	9/28/2020	9/28/2021	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECPI3885	9/28/2020	9/28/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab: Claims Made			121AE000181602	9/28/2020	9/28/2021	$2,000,000 Per Claim $2,000,000 Aggregate	

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

Project: Cocoa Well Field City of Cocoa is an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured.

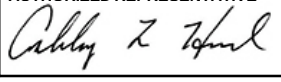
CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

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The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 52WECPI3885 **Endorsement Number:**

Effective Date: 09/28/2020 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

Connect Consulting Inc
261 N Lakeview Dr
Lake Helen, FL 32744

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM WE YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHTS FROM US.

Countersigned by _____

Authorized Representative

Legislation Details (With Text)

File #:	21-534	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	8/2/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. #77438 with Bright House Networks (Spectrum) for Dyal WTP Fiber Services for the Remainder of FY2021. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Banana River Pump Station - Ethernet.pdf 10_27_2020 Journal.pdf 2020-219 (Amending FY 2020 Budget_ Spectrum Network Service for Ethernet).pdf 2020-220 (Sole Source_ Spectrum Ethernet Services).pdf Agenda 20-658.pdf Page 6.pdf Viera Pump Station - Ethernet.pdf INV. 030586701070621 495.30.pdf INV. 029755401063021 560.91.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 2, 2021
Agenda Date: August 24, 2021
Prepared By: Sean McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. #77438 with Bright House Networks (Spectrum) for Dyal WTP Fiber Services for the Remainder of FY2021

BACKGROUND:

The City of Cocoa currently operates two repump stations located at 1950 E. Merritt Island Causeway, Merritt Island (Banana River) and 7251 Shoppes Drive, Melbourne.

In November/December of 2020 these two stations were added to the Spectrum communication fiber network which required a one-time capital investment of $18,620 per location ($37,240.00, Line 1 of P.O. 77438). The monthly recurring service cost for each site was estimated at $490.00/month per site ($980) for 12 months ($11,760, Line 2 of P.O. 77438). As noted in the service agreement, there are additional fees and surcharges that are added to the monthly bill which were unknown at the time the P.O. was created. Current monthly service billing for both sites is ~$1,056.21/mo. which exceeds

the previous estimation. Due to these monthly charges, an additional $1,500 must be added to the purchase order to be able to pay for Spectrum fiber services for the remainder of FY21. This change order will result in the original P.O. exceeding the City Manager's signing authority of $50,000.

Staff recommends City Council approval of a Change Order in the amount of $1,500.00 to pay for Spectrum fiber services for the remainder of FY21.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$1,500
Account Number	421-4020-536.41-00
Account Name	Communications
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On October 27, 2020, City Council approved Agenda File ID #20-658 for the addition of Banana River and Viera fiber networks along with a 60-month contractual commitment with Charter Communications Operating, LLC on behalf of Spectrum (Bright House Networks).

RECOMMENDED MOTION:

To Authorize the City Manager to Approve Change Order No. 1 for FY21 P.O. #77438 with Bright House Networks (Spectrum) for Dyal WTP Fiber Services for the Remainder of FY2021.

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Spectrum ENTERPRISE

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the "Service" and collectively the "Services"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals ("SLA Targets") are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service").

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise's network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the "Gateway Point").

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	**On-Net**			**Off-Net**
	Metro	**Regional**	**National**	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	≤ 10ms	≤ 25ms	≤ 125ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

[1] *"On-Net" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.*

[2] *"Off-Net" includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.*

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure

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Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected , and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	• Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

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IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) – Frames Received

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

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Spectrum ENTERPRISE

Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): CITY OF COCOA

Billing Address: ******0292

65 Stone St

Cocoa FL 32922-79

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that 10% or less of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.

10/27/2020

(Authorized Customer Signature) (Date Signed)

Stockton Whiten, City Manager

(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: (321) 433-8686 Email: swhitten@cocoafl.org ~~mfuhrer@cocoafl.org~~

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Spectrum Enterprise pre-service installation guide

Welcome, and thank you for choosing Spectrum Enterprise. While our teams will keep you updated on your order's status, this document will help you understand what happens after you sign the service order and move toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll become your main contact.

Client project milestones	Spectrum Enterprise project milestones
Sign service order.	Sales team submits signed service order to Order Management team.
If necessary, work with our Order Management team to provide any additional information or forms required to finalize your order.	Order Management team gets any additional information that's required to finalize your order.
Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.	Assigned project manager contacts you to discuss next steps.

Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

Milestones

1. Sign service order

First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.

2. Finalize order

Our Order Management team will make sure we have all of the information we need to begin the installation process. **This stage can take one to two weeks to complete.** During this time, we may be in touch to get additional information and required forms.

Order Management will also direct our construction team to see what permits will be required to start construction at your service location.

3. Connect with project manager

As we're finalizing your order, your project manager will be in touch about next steps. This person will be your main contact during installation.

During your introduction meeting, your project manager will go over your order and the installation process. They may also give you an estimated date for completing construction (if applicable) and installation.

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Spectrum ENTERPRISE

Spectrum ENTERPRISE

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Joseph E. Robinson III
Phone: 3217576487 ext:
Cell Phone: +1 3212618761
Email: joseph.robinsoniii@charter.com

Order # 12035091

Customer Information: Customer Code		
Business Name	CITY OF COCOA	**Customer Type:**
Billing Address **Attention To:** 65 Stone St Cocoa FL 32922-7982		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Diane Kaziak	(321) 433-8844	dkoziak@cocoafl.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Matthew Fuhrer	(321) 433-8686	mfuhrer@cocoafl.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
City of Cocoa - IT Distro	(321) 433-8550	itlicensing@cocoafl.org

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Spectrum ENTERPRISE

New and Revised Services and Monthly Charges At 1950 E Merritt Island Cswy , Merritt Island FL 32952

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet 100Mbps	1	$490.00	$490.00	60 Months
***Total**			**$490.00**	

*Prices do not include taxes and fees.

One Time fees At 1950 E Merritt Island Cswy , Merritt Island FL 32952

Description	Quantity	Sales Price	Total
Ethernet - Installation (Per UNI)	1	$18,620.00	$18,620.00
Total			**$18,620.00**

*Prices do not include taxes and fees.

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Spectrum ENTERPRISE

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Customer	Charter Communications Operating, LLC By: Charter Communications, Inc. its Manager
Stockton Whitten, City Manager	JOHN L. MOORE
Printed Name	Printed Name
10/27/2020	9/23/2020
Date	Date

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JOURNAL
City of Cocoa
Regular Meeting of The City Council

October 27, 2020

I. Opening Matters:

- **Mayor Williams called the meeting to order at 6:02 p.m.**

II. Approval of Agenda and Minutes:

1. **Agenda:** Regular Meeting of October 27, 2020 (20-719)

2. **Minutes:** (a) Regular Meeting of September 9, 2020 (20-720)
(b) Regular Meeting of September 23, 2020 (20-721)

- **The Agenda for the Regular meeting of October 27, 2020 was approved with the following amendments: Move Consent Item VI.3 to City Business IX.6 (all items will shift down); to change the order of Council Business Items VIII.1 and 2; and to move Reports to the end of the meeting.**
- **Minutes for the Regular meeting of September 9, 2020 and the Regular meeting of September 23, 2020 were approved as written.**

III. Awards and Presentations:

- **None.**

IV. Delegations:

- **No formal actions were taken under Delegations. Speakers were: Aleck Greenwood, Cocoa resident; Alberta Wilson, Cocoa resident; Miriam Moore, Brevard Homeless Coalition; and Paul Kamus, Cocoa resident.**

~~V. Reports:~~

VI. Consent Agenda:

1. Approve Task Order 2021-13 with Jacobs Engineering Group (Jacobs) to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) Program Projects Related to Water Supply and Water Treatment in the amount of $374,708 (20-585). (Utilities Director)

   - **Approved. Task Order to be executed and distributed as necessary.**

2. Approve a Piggyback Contract Agreement utilizing Palm Coast contract RFSQ-CD-20-31 with Connect Consulting, Inc. (CCI), High Springs, Florida for Professional Hydrogeological Services, Project No. WS1106 in an Amount Not to Exceed of $250,000 for FY 2021. Authorize the City Manager to Approve any Subsequent Annual Renewals under the above Palm Coast contract, not to exceed three one-year renewals with a Limited Renewal Amount of $250,000 for Each Fiscal Year Pending Palm Coast's Renewal of the Contract; Authorize the City Manager to Approve Task Orders Under this Contract. (20-613). (Utilities Director)

   - **Approved.**

~~3. Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (20-680). (Utilities Director)~~

   - **This item was moved to City Business VIII.6.**

4. Approve entering into a co-operative purchasing agreement with Granite Inliner (formally Layne In-Liner LLC) in the amount of $71,578.00 and a Resolution for a 10% contingency of $7,157.80 for a total of $78,735.80, using Polk County Bid 20-577 approved April 22, 2020 through May 31, 2021, to reline the stormwater pipe on Wilson Ave. Approve City Manager authority to issue the related purchase order and any use of contingency. Approve a Resolution Amending the FY21 Budget, BAF# 21-010-T. (20-696). (Public Works Director)

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

5. Approve Participation in a Cooperative Purchase Agreement with Harcros Chemicals, Inc., Kansas City, Kansas, to Purchase *Hydrofluorosilicic* Acid (Fluoride) Utilizing the City of Oviedo Contract #ITB19-36, Effective October 1, 2019 through September 30, 2020 with Four (4) Additional One-Year Extensions. Approve year One (1) of four (4) Extensions and Grant the City Manager the Authority to Sign and Implement Additional Extensions and Purchase Orders should the City of Oviedo Extend the Contract. (20-706). (Utilities Director)

   - **Approved.**

6. Accept the Award of the Firehouse Subs Grant, a Private Foundation Grant, in the amount of $33,180.00. Firehouse Subs will be purchasing the extrication equipment for the City of Cocoa Fire Department, however for accounting purposes, approve a Resolution Amending the FY2021 Budget, BAF# 21-011-A. (20-715). (Fire Chief)

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

VII. Public Hearings:

1. Pass on 2nd Reading: ORDINANCE 16-2020 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article V, the definition of Building Height. (20-717). (Community Services Director)

   - **Ordinance No. 16-2020 on Second and Final Reading.**

2. Ordinance No. 08-2020/Second and Final Reading: To adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners who have brought their properties into compliance with the City Code by offering an expedited method to receive code enforcement lien reductions and lien releases. (20-724). (Chief of Police)

   - **Ordinance No. 08-2020 approved on Second and Final Reading, with modifications as directed by Council.**

3. Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Lodging Decisions Inc. to allow an 8-story hotel with 100+ rooms, attached retail space and a parking garage structure, and to approve a conceptual development plan, on three parcels of land. (20-744). (Community Services Director)

- **Approved the Development Agreement with clock tower elevation subject to the following conditions: 1. Developer shall submit to the City a modified conceptual development plan and floor plans to match and incorporate the clock tower elevation within the northeast corner of the proposed building; 2. The modified plans shall be subject to the City Manager's approval no later than 30 days as a condition of the City's execution of the Development Agreement; 3. Additional parking may be permitted on John Garen if necessary to account for any reduced parking resulting from the modifications of the plans.**

VIII. Council Business:

1. Approve Resolution No. 2020-224 establishing a transition to 100 percent renewable, zero emission energy sources by 2035 for our municipality and 2050 for our entire community. (20-722). (Assistant City Manager)

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

2. Approval of Resolution No. 2020-225, adopting the Sustainability Action Plan and acknowledging the members of the Sustainability Advisory Committee for their outstanding commitment and pledge to develop a plan for the City of Cocoa, addressing sustainability goals for the future. (20-730). (Community Services Director)

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

IX. City Business:

1. Ordinance No. 19-2020/1st reading: Related to Amending Chapter 2, Administration, Article VI General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-107, Board of Trustees; Section 2-110, Benefit Amounts and Eligibility; Section 2-111, Pre-Retirement Death; Section 2-120, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (20-657). (Administrative Services Director)

    - **Ordinance No. 19-2020 approved on First Reading. Legal Advertisement to be handled by the City Clerk's office.**

2. Approval to enter into a Locally Funded Agreement with the Florida Department of Transportation (FDOT) to account for additional Construction Engineering and Inspection Services for the Dixon Blvd and Forrest Avenue sidewalk project for an

estimated amount of $8,846. Authorize the City Manager to sign the Three-Party Escrow Account agreement and approve the Request for Direct Payment. Authorize the Mayor to sign the Resolution (20-665). (Public Works Director)

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

3. Ordinance No. 18-2020/1st reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-196, Benefit Amounts and Eligibility; Section 2-197, Pre-Retirement Death; Section 2-200, Optional Forms of Benefits; Section 2-206, Minimum Distribution of Benefits; Section 2-207, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (20-693). (Administrative Services Director)

   - **Ordinance No. 18-2020 approved on First Reading. Legal Advertisement to be handled by the City Clerk's office.**

4. Approve the Request for Qualifications (RFQ) Review Committee Recommendation of Three (3) Short-Listed Companies for RFQ Q-20-18-COC, General Contractor - Utility Systems; To Award RFQ Q-20-18-COC, General Contractor - Utility Systems to Atlantic Development of Cocoa, Inc., Danus Utilities, Inc. and Southern Underground Industries, Inc. as the City of Cocoa Utilities General Construction Contractors for Various Work Categories; To Authorize the City Manager to Negotiate and Execute the Agreement for Utilities General Construction Contractor with the Three Recommended Utility Contractors. (20-705). (Utilities Director)

   - **Approved.**

5. Approve the Financial Advisors Recommendation to Refinance Outstanding Florida Department of Environmental Protection State Revolving Loans as Listed in This Agenda Item through Private Placement of a SunTrust now Truist Bank Loan, not to Exceed $13,793,000 and Related Costs and Approve a Direct Prepayment of State Revolving Fund Loan #DW517060. (20-737). (Finance Director)

   - **Approved.**

6. Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (20-680). (Utilities Director)

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

Multi-Year Contracts:

~~7.~~ 6. Award Bid # B-20-22-COC, Dyal Water Treatment Plant - Sludge Hauling/Removal to J&M Materials of Riverview, Inc., Seffner, Florida, for the Removal and Hauling of Lime and/or Ferric Sludge; Approve as a Three Year Multi-Year Contract with Two One-Year Option Renewals; and To Authorize the City Manager to Execute the Contract for the Original Term and any Renewals in an Amount Not to Exceed of $190,000 for Each Year of the Contract; and to Authorize the City Manager to Approve Related Purchase Orders up to $190,000 per year of the contract. (20-656). (Utilities Director)

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

8. ~~7.~~ Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Single Source Purchase of Services from Spectrum; To Execute Two Multi-Year Spectrum Customer Service Orders for Ethernet Service between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. Approve a Resolution Amending the FY21 Budget, BAF# 21-013-T. (20-658). (Utilities Director)

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

9. ~~8.~~ Approval for the Multi-Year Florida Department of Corrections Inmate Work Squad Contract #W1124 Amendment #3 for services between January 1, 2021 to December 31, 2021. Authorize the City Manager to execute the agreement and issue the purchase order. Approve a Resolution Amending the FY21 Budget, BAF #21-005 for Mowing Services, through the use of General Fund Contingency. (20-683). (Public Works Director)

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

10. ~~9.~~ Approve entry into multiyear piggyback agreement using Brevard County ITB# B2-18-65, effective December 15th, 2018 through December 14th, 2021 with Bound Tree Medical for the purchase of medical supplies and other ancillary products as needed for the Fire Department. Request Council grant the City Manager authorization to approve annual renewals and to issue the related purchase orders. (20-712). (Fire Chief)

- **Approved.**

X. Informational Agenda:

1. Fire Incident Summary Report for September 2020. (20-688). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 09/30/2020. (20-689). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (20-708). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-709). (Finance Director)

5. FY 2020 Budget Adjustment Report. (20-710). (Finance Director)

- **No formal actions were taken under the Informational Agenda.**

REPORTS:

- **Motion by Council as they were in favor of the contribution to Cocoa High School in the amount of $85,000 for the upgrades to track and field. Necessary budget amendments will be done and the City Attorney is working on an agreement.**
- **Motion by Council to appoint Councilmember Koss as the City's representative on the EDC Board.**

XI. Adjournment:

- **The Regular meeting of October 27, 2020 adjourned at 8:08 p.m.**

RESOLUTION NO. 2020-219

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of October, 2020.

Jake Williams, Jr., Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

CITY OF COCOA CORPORATE SEAL FLORIDA

City of Cocoa Budget Adjustment Form FY 2021 - 21-013-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: UT/Dyal 4020 | DATE PREPARED: 10/19/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 49,000)	421-4020-536.46-02		Repairs/Maint. Buildings	$ 300,000	$ 300,000	$ 251,000	$ 236,688
$ 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
($ 49,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 49,000	421-4020-536.41-00		Communication	$ 87,050	$ 87,050	$ 136,050	$ 12,130
$ 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
$ 49,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Funding for a one time investment of $18,620 per location (Banana River & Viera) for Network Service by Spectrum and a recurring month service for each site totaling $980 per month. Agenda 20-658

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 10/27/20 RESOLUTION #: 2020-219

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

10/19/20	Shawn Weston Digitally signed by Shawn Weston Date: 2020.10.19 11:27:47 -04'00'	10/19/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.10.19 11:52:33 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/19/20	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.10.19 11:45:31 -04'00'	10/19/20	Lora Howell Digitally signed by Lora Howell Date: 2020.10.19 13:01:05 -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 #: _____

RESOLUTION NO. 2020- 220

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, that:

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 27th day of October 2020,

Jake Williams Jr., Mayor

ATTEST: Cocoa City Corporate Seal Florida

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. **2020-220**

The City Manager recommends that the competitive bidding requirement be waived, by reason of single source, for the procurement of Spectrum Ethernet Services. Spectrum is the current provider for the City and Water Utility network connectivity, and having all of the data run on the same Network is important for connection continuity and response. I support approval of this resolution.

Stockton Whitten,
City Manager

File #: 20-658, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: September 25, 2020
Agenda Date: October 27, 2020
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Single Source Purchase of Services from Spectrum; To Execute Two Multi-Year Spectrum Customer Service Orders for Ethernet Service between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. Approve a Resolution Amending the FY21 Budget, BAF# 21-013-T.

BACKGROUND:

The City of Cocoa currently operates two pump stations located at 1950 E. Merritt Island Causeway, Merritt Island, Florida 32952 (Banana River) and 7251 Shoppes Drive, Melbourne, Florida 32940 (Viera). The remote locations of these stations present a challenge to providing reliable network connectivity and computing infrastructure. Currently, the City and the Utilities Department rely on long distance microwave radio connections to provide telecommunications services to these stations. These wireless solutions are functional but at times drop signal and introduce unacceptable amounts of latency into the connection.

The City and Spectrum have previously entered into a telecommunications agreement to provide 500 Mbps fiber optic service into the Dyal WTP, we have the option to add Banana River and Viera onto the Spectrum network to provide 500 Mbps fiber optic service to both of those locations. For this reason, staff is recommending waiving the competitive bidding process and making a Single Source purchase of these services from Spectrum. Keeping all the utility network connections with the same provider will provide greater operational continuity and simplify troubleshooting when issues occur. The microwave radio connection will remain in place to serve as a backup in the event the Spectrum network connection fails.

Adding Banana River and Viera to the network service provided by Spectrum would require a one-time investment of $18,620 per location, for a total investment of $37,240 and a 60-month contractual commitment. The monthly recurring service cost for each site is $490; totaling $980 per month.

Staff recommends that City Council authorize the execution of the five-year agreement between Charter Communications Operating, LLC on behalf of Spectrum and the City of Cocoa, by way of Single Source.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF# 21-013-T

Account Number:	421-4020-536.46-02
Account Name:	Repairs & Maintenance (Building)
Amount:	($49,000)
Account Number:	421-4020-536.41-00
Account Name:	Communication
Amount:	$49,000

$37,240 (One-time cost)
$11,760 (Annual Service)
$49,000 Total

All funding for the future monthly service fee will be budgeted within the appropriate operating account at the Dyal WTP and subject to future annual appropriation approvals from City Council.

PREVIOUS ACTION:

On May 13, 2020, City Council approved a sole source purchase of services from Spectrum to provide 500 Mbps service to the Dyal Water Treatment Plant.

RECOMMENDED MOTION:

Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Single Source Purchase of Services from Spectrum; To Execute Two Multi-Year Spectrum Customer Service Orders for Ethernet Service between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. Approve a Resolution Amending the FY21 Budget, BAF# 21-013-T.

6. Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (20-680). (Utilities Director)

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

Multi-Year Contracts:

~~7.~~ 6. Award Bid # B-20-22-COC, Dyal Water Treatment Plant - Sludge Hauling/Removal to J&M Materials of Riverview, Inc., Seffner, Florida, for the Removal and Hauling of Lime and/or Ferric Sludge; Approve as a Three Year Multi-Year Contract with Two One-Year Option Renewals; and To Authorize the City Manager to Execute the Contract for the Original Term and any Renewals in an Amount Not to Exceed of $190,000 for Each Year of the Contract; and to Authorize the City Manager to Approve Related Purchase Orders up to $190,000 per year of the contract. (20-656). (Utilities Director)

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

8. ~~7.~~ Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Single Source Purchase of Services from Spectrum; To Execute Two Multi-Year Spectrum Customer Service Orders for Ethernet Service between the City of Cocoa and Charter Communications Operating, LLC on behalf of Spectrum. Approve a Resolution Amending the FY21 Budget, BAF# 21-013-T. (20-658). (Utilities Director)

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

9. ~~8.~~ Approval for the Multi-Year Florida Department of Corrections Inmate Work Squad Contract #W1124 Amendment #3 for services between January 1, 2021 to December 31, 2021. Authorize the City Manager to execute the agreement and issue the purchase order. Approve a Resolution Amending the FY21 Budget, BAF #21-005 for Mowing Services, through the use of General Fund Contingency. (20-683). (Public Works Director)

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

Spectrum ENTERPRISE

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the "Service" and collectively the "Services"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals ("SLA Targets") are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer's edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the "Affected Service").

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise's network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the "Gateway Point").

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	On-Net			Off-Net
	Metro	Regional	National	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	≤ 10ms	≤ 25ms	≤ 125ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

[1] *"On-Net" includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.*

[2] *"Off-Net" includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.*

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure

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Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected , and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	• Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	• A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

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Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) – Frames Received

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

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VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

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Spectrum ENTERPRISE

Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): CITY OF COCOA

Billing Address: ******0292

65 Stone St

Cocoa FL 32922-79

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that 10% or less of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.

10/27/2020

(Authorized Customer Signature) (Date Signed)

Stockton Whitten, City Manager

(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: (321) 433-8686 Email: swhitten@cocoafl.org ~~mfuhrer@cocoafl.org~~

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Spectrum Enterprise pre-service installation guide

Welcome, and thank you for choosing Spectrum Enterprise. While our teams will keep you updated on your order's status, this document will help you understand what happens after you sign the service order and move toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll become your main contact.

Client project milestones	Spectrum Enterprise project milestones
Sign service order.	Sales team submits signed service order to Order Management team.
If necessary, work with our Order Management team to provide any additional information or forms required to finalize your order.	Order Management team gets any additional information that's required to finalize your order.
Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.	Assigned project manager contacts you to discuss next steps.

Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

Milestones

1. Sign service order

First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.

2. Finalize order

Our Order Management team will make sure we have all of the information we need to begin the installation process. **This stage can take one to two weeks to complete.** During this time, we may be in touch to get additional information and required forms.

Order Management will also direct our construction team to see what permits will be required to start construction at your service location.

3. Connect with project manager

As we're finalizing your order, your project manager will be in touch about next steps. This person will be your main contact during installation.

During your introduction meeting, your project manager will go over your order and the installation process. They may also give you an estimated date for completing construction (if applicable) and installation.

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Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Joseph E. Robinson III
Phone: 3217576487 ext:
Cell Phone: +1 3212618761
Email: joseph.robinsoniii@charter.com

Order # 12035121

Customer Information: Customer Code		
Business Name	CITY OF COCOA	**Customer Type:**
Billing Address **Attention To:** 65 Stone St Cocoa FL 32922-7982		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Diane Kaziak	(321) 433-8844	dkoziak@cocoafl.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Matthew Fuhrer	(321) 433-8686	mfuhrer@cocoafl.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
City of Cocoa - IT Distro	(321) 433-8550	itlicensing@cocoafl.org

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Spectrum ENTERPRISE

New and Revised Services and Monthly Charges At 7251 Shoppes Dr , Melbourne FL 32940

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Ethernet 100Mbps	1	$490.00	$490.00	60 Months
***Total**			**$490.00**	

*Prices do not include taxes and fees.

One Time fees At 7251 Shoppes Dr , Melbourne FL 32940

Description	Quantity	Sales Price	Total
Ethernet - Installation (Per UNI)	1	$18,620.00	$18,620.00
Total			**$18,620.00**

*Prices do not include taxes and fees.

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Spectrum ENTERPRISE

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Customer

Stockton Whitten, City Manager
Printed Name

10/27/2020
Date

Charter Communications Operating, LLC
By: Charter Communications, Inc. its Manager

JOHN L. MOORE
Printed Name

9/23/2020
Date

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Spectrum ENTERPRISE

July 6, 2021
Invoice Number: 030586701070621
Account Number: **0050305867-01**
Security Code: **8740**
Service At: 7251 SHOPPES DR
RRBC
MELBOURNE, FL 32940-6076

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call 1-888-812-2591

SPECTRUM NEWS AND INFORMATION

Summary
Services from 07/05/21 through 08/04/21 details on following pages

Previous Balance	495.24
Payments Received - Thank You	-495.24
Remaining Balance	**$0.00**
Spectrum Enterprise Data	490.00
Taxes, Fees and Charges	5.30
Current Charges	$495.30
Total Due by 07/22/21	**$495.30**

ENTERED SW 7/14/21

RECEIVED
JUL 12 2021
BY: SW

Thank you for choosing Spectrum Enterprise.
We appreciate your prompt payment and value you as a client.

Spectrum ENTERPRISE

4145 S. Falkenburg Rd Riverview, FL 33578-8652
7635 1410 NO RP 06 07062021 NNNYNY 01 001208 0006

CITY OF COCOA
C/O ACCOUNTS PAYABLE
65 STONE ST
COCOA FL 32922-7982

July 6, 2021
CITY OF COCOA
Invoice Number: 030586701070621
Account Number: 0050305867-01
Service At: 7251 SHOPPES DR
RRBC
MELBOURNE, FL 32940-6076

Total Due by 07/22/21 **$495.30**
Amount you are enclosing $

Please Remit Payment To:
BRIGHT HOUSE NETWORKS
PO BOX 7195
PASADENA, CA 91109-7195

00021001005030586701090495 30

Spectrum ENTERPRISE

CITY OF COCOA
Invoice Number: 030586701070621
Account Number: 0050305867-01
Security Code: **8740**

Contact Us
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Visit SpectrumBusiness.net or call 1-888-812-2591

7635 1410 NO RP 06 07062021 NNNYNY 01 001208 0006

Charge Details

Previous Balance		495.24
Payments Received - Thank You	06/25	-495.24
Remaining Balance		$0.00

Payments received after 07/06/21 will appear on your next bill.

Services from 07/05/21 through 08/04/21

Spectrum Enterprise Data

Ethernet 100Mbps	490.00
	$490.00
Spectrum Enterprise Data Total	$490.00

Taxes, Fees and Charges

Regulatory Cost Recovery Fee	5.30
Taxes, Fees and Charges Total	$5.30

Current Charges	$495.30
Total Due by 07/22/21	**$495.30**

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service – In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Billing Practices - Spectrum Enterprise mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Enterprise before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Enterprise Account Executive at least twenty one (21) business days prior to your move.

Authorization to Convert your Check to an Electronic Funds Transfer Debit - For your convenience, if you provide a check as payment, you authorize Spectrum Enterprise to use the information from your check to make a one-time electronic funds transfer from your account. If you have any questions, please call our office at the telephone number on the front of this invoice. To assist you in future payments, your bank or credit card account information may be electronically stored in our system in a secure, encrypted manner.

Complaint Procedures - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support.

Your WAY can be the GREEN way!
GO GREEN with Spectrum Enterprise.

Online Bill Pay is helping the environment one customer at a time.
It's easy - all you need to do is sign up for Online Bill Pay.
It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to Enterprise.Spectrum.com.
Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card - Credit Card - Electronic Funds Transfer
- Receive a quick summary of your account at any time
- Access up to 6 months of statements

Spectrum ENTERPRISE

Payment Options

Pay Online - Create or Login to pay or view your bill online at Spectrumbusiness.net.

Pay by Mail - Detach payment coupon and enclose with your check made payable to Bright House Networks. Please do not include correspondences of any type with payments.

For questions or concerns, please call 1-888-812-2591.

CITY OF COCOA
Invoice Number: 030586701070621
Account Number: 0050305867-01
Security Code: 8740

Spectrum ENTERPRISE

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call 1-888-812-2591

7635 1410 NO RP 06 07062021 NNNYNY 01 001208 0006

Spectrum

2021 Annual Privacy Notice

Your privacy is important to Charter. We value the trust you place in us when you subscribe to Spectrum branded cable video, Internet, phone, and/or home security services (collectively, the "Spectrum Services"). We take seriously the responsibility of protecting your privacy and the information we collect about you.

This Annual Privacy Notice describes the types of information we collect; how we use and share that information; and the choices you have regarding such use and sharing. It also describes the legal limitations imposed on our collection, use and sharing of information that personally identifies you; how long we maintain that information; how you may access, review and correct that information; and your rights under federal law and this Annual Privacy Notice concerning such information.

The commitments in this Annual Privacy Notice reflect our core business objective of providing you with the most innovative and superior products and services as possible while, at the same time, offering you choices about how we use information about you to achieve that objective.

We commit to:

- Communicate our privacy practices in a manner that is easily accessible and clearly describes your choices;
- Offer you choices about how we may use your information for our own marketing purposes;
- Not sell your personally identifiable information to anyone for any purpose - this includes our customers' web browsing history, call detail records, and viewing activity;
- Secure your information through the use of reasonable security measures; and

We encourage you to review the full Spectrum Privacy Policy, available at **https://www.spectrum.com/policies/your-privacy-rights**, for more information about our privacy practices, including any state-specific privacy practices based on your state of residency (e.g., California, Maine, Nevada).

WHEN THE ANNUAL PRIVACY NOTICE APPLIES

The Annual Privacy Notice only applies to subscribers of one or more of the Spectrum Services provided by Charter Communications Operating, LLC and its subsidiaries. To review the full Spectrum Privacy Policy, please visit **https://www.spectrum.com/policies/your-privacy-rights**.

Depending upon the Spectrum products and services to which you subscribe, parts of this Annual Privacy Notice may not apply to you. For example, if you only subscribe to Spectrum Internet, the sections of this Annual Privacy Notice that discuss Spectrum Voice information will not apply to you. To help clarify some of our more general statements, we provide real-world examples throughout the Annual Privacy Notice of how we collect and use information. These are only examples and may not cover every situation. If you have questions, please contact us.

Some Spectrum products and services may have additional privacy practices that are described in product or service specific sections in the full Spectrum Privacy Policy **(https://www.spectrum.com/policies/your-privacy-rights)** or may be provided to you in different ways, such as contracts for Spectrum Enterprise services. To the extent there is an overlap between this Annual Privacy Notice and a product or service-specific privacy notice, the product or service-specific notice or agreement will control with respect to such product or service.

Sometimes you may access websites (e.g., news websites, shopping websites, Internet search engine, etc.) or services (e.g., non-Spectrum email and instant messaging services or video streaming services, gaming services, data storage services, etc.) that we do not own or control through the Spectrum Services. We urge our customers to be careful and aware of the privacy practices of these third parties, because this Privacy Policy **does not** extend to the parties that collect information outside of our control and **does not** cover information that may be collected:

- when you download applications or make purchases from other companies while using our Internet or wireless services;
- when you log-in and access video content provided by a third party through your Spectrum-issued device;
- through any other products, services, websites, or applications, including your interactions with online video and other third party content services, even if you access them through the Spectrum Platform; and
- by devices that are not Spectrum devices, e.g., a tablet, smartphone, or other device that enables you to access the Spectrum products or services, or through a smart television where the manufacturer has directly enabled information gathering capabilities.

You should read the privacy policies for these other products, services, websites, applications and devices to understand their privacy practices; those privacy policies will apply to those third parties' collection of your information, even if access to such content or use of such products or devices requires you to be a Spectrum subscriber; for example, some of the premium streaming services available online that require you to authenticate your subscription using your Spectrum username and password.

HOW WE COLLECT INFORMATION

In order to provide you with our products and services and to keep you informed, we collect a variety of information about you when you interact with us or use our products, services, websites and applications. This information is needed for us to efficiently provide our services to you on a cost-effective basis and to tailor our products and services to best meet your needs and interests. For example, in order to provide timely and effective customer service, we keep track of when you called, what the issue was and what is the best way to get in contact with you.

If you are a Spectrum customer and you allow others to access and/or use your accounts, products or services, we will collect information about those users, as well. We may also collect information about you from third parties.

Information You Provide to Us Directly or When You Create an Account

We collect information you provide to us when you establish a customer and when you contact us or otherwise communicate with us, such as:

- contact information (e.g., name, address, email address, and phone number) usernames, passwords, images, voiceprints, and other authenticating information, including other biometric information, associated with a Spectrum account (for more information about biometric data collection and use practices, please review our Spectrum Biometric Data Privacy Notice available on the Your Privacy Rights section on our website);
- information about the types of services to which you subscribe, orders you place or downloads you make through a Spectrum product or service, the service options you have chosen, and any customized setting you have created;
- information about your payment methods, such as your payment card number or bank account information;
- information related to a credit application for a product or service or to protect against fraud, which may include your Social Security number, driver's license number, or other government issued identifier;
- information you provide when you enter contests or respond to customer surveys; and
- information we keep in our records when you correspond or otherwise communicate with us, including through our call centers, online chat sessions, and through social media.

Information We Collect Automatically and Through Your Use of the Products, Services, Websites and Apps

When you use the Spectrum Services, we automatically collect information, such as:

- information from any device you use when you interact with us, including but not limited to the device identifiers, the number, types, and status of devices connected to our network, network addresses, operating system, and technical configurations of the equipment used with our services, products, websites and applications;
- network traffic data;
- performance and support data; and
- information about your use and the operation of Spectrum products, services, websites, applications, and their features.

The information we collect will depend upon the Spectrum Services to which you subscribe. We limit the use and sharing of such information as described in this Annual Privacy Notice and as required by law. For example, we may collect usage information about:

- the channels, programs, and advertisements to which your device was tuned when you subscribe to our video service in order to provide you video content ("Video Usage Information");
- the websites you visit when you are using the Spectrum Internet, Mobile or WiFi services, in order to provide the service and connect you to the other sites and services you request ("Internet Usage Information");
- call records, including the phone numbers that you call and that call you, and the times and dates of those calls, the number of text messages sent and received, when you subscribe to our phone and/or mobile service ("Call Detail Information"); and
- video footage and alarm settings, when you subscribe to our home security service ("Home Security Usage Information").

If you subscribe to or use services that require us to transfer or store communications such as a Spectrum email account or a Spectrum voice product that includes a voicemail service, it will be necessary for us to collect the content of those communications to provide you with the service you have requested because it is required in order for the services to function. Additionally, we collect the content of any files you store in our cloud storage services and other information when it is necessary to provide you with the products or features of the services you use.

We also collect device information, including your IP address and information about your browser, operating system, and platform type. The collection of this information, including IP addresses and the referring websites, is required in order for us to provide Internet service and for users to communicate with each other and with websites on the Internet. Please refer to the Spectrum Internet DNS Privacy Notice, available on the Your Privacy Rights section of our website, to learn more about the type of Domain Name System ("DNS") data we collect based on our provision of Spectrum Internet service, how we use and share that information, and our storage and retention practices associated with the DNS data we maintain.

Location Information

When you access our network, we may collect general location information, such as the city or zip code that correlates with the license of your device IP address, or more precise geolocation data that indicates where you are at a specific point in time.

When you first visit or use any Spectrum mobile application that collects precise geolocation information to access a Spectrum Service to which you subscribe, we will request permission to collect and use such information. You can prohibit the collection of this information through your device's settings (see "Your Choices") but it may limit certain functions and features of the application.

Information Obtained from Third Parties

We may collect information from third parties for purposes related to delivering the Spectrum Services to you. This includes information to verify information you have provided and from credit reporting agencies to determine your creditworthiness, credit score, and credit usage.

If you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord's name and address.

We receive information from content providers and other platform providers when you use your Spectrum account to authenticate your use of Spectrum Services through that provider's platform or device.

We also obtain additional information from outside sources, such as research consultants and marketing firms. We may collect commercially available demographic information about you or your community available from third parties, such as age, gender, and preferred language. We may also collect commercially available interest data, such as whether you like to travel or are a sports enthusiast.

SA5LF00J

CITY OF COCOA
Invoice Number: 030586701070621
Account Number: 0050305867-01
Security Code: **8740**

Spectrum ENTERPRISE

Contact Us
Questions about your bill or services?
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7635 1410 NO RP 06 07062021 NNNYNY 01 001208 0006

HOW AND WHEN WE USE INFORMATION, INCLUDING FOR ADVERTISING

First and foremost, we use the information we collect to provide you with reliable, high quality products and services. We also use the information we collect to communicate with you, make improvements to our products and services, investigate theft and other illegal activities, and personalize your experience, as described below. This may involve linking and combining information about you from across the Spectrum platform of products and services, as well as from third parties ("Combined Information").

To Provide and Improve our Services

We use the information we collect to:

- properly deliver, maintain and improve our products, services, websites and applications;
- fulfill requests for new service or changes to your account or the products and services you already receive;
- provide you with technical support and high quality customer service, including through the use of recorded or monitored communications between you and our customer service agents;
- create and administer a Spectrum account, including activating your service, billing, invoicing, and debt collection activities;
- authenticate or otherwise provide you access to your Spectrum products and services;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- manage and configure our device(s), system(s) and network(s);
- understand how the service is being used, including through the creation of operational and marketing reports based on de-identified and/or aggregated service usage information;
- inform you of additional products and services that may be of interest to you;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of any Spectrum product, service, website or application, and to enforce any Spectrum policy or applicable terms of service;
- protect our rights, our personnel, our property, and the safety of others;
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

To Communicate With You

We use the information we collect to deliver and personalize our communications with you. For example, if you use an interactive or transactional service, e.g., responding to a survey or ordering a pay-per-view event, we will use that information and information from your account to send you billing information, as well as recommendations for additional Spectrum products or services that may be of interest to you and to provide you with a more personalized experience. We may use the information to remind you of a service appointment, to follow up with you after a service request, and to send you important service-related notices and announcements.

We may send you promotional communications for products and services that may be of interest to you through the mail, over our cable system, by phone or SMS, or online. Some of these communications may be directed to you because of the Spectrum services to which you subscribe or your interactions on the Spectrum platform, and some may be directed to you because of your general geographic location. For example, if we are launching a new service in limited areas, only residents of that particular area will receive that promotional communication. This is often called "zone" advertising.

To Create Business and Marketing Reports

We use the information we collect to create business and marketing reports (the "Reports") to provide insights into what products and services our customers are using, how long they are using our products and services, how some of our services are accessed, and what additional products and services may be of interest to our customers. In the video context, for example, these Reports contain information such as channel tuning, the time a channel is changed, when a Spectrum set-top box is "on" or "off", whether a program or commercial was watched to its conclusion or skipped, and whether the content was accessed during its regular airing schedule, from our on-demand service, or through a Spectrum website app, or a third party's platform. We may create similar reports in the phone, broadband, and home security contexts that measure and analyze service usage information, such as the peak times of usage, the amount of bandwidth used, and the amount - but not the content - of data stored on our systems.

We use these Reports for our own internal purposes, such as improving our products and services, determining what content to provide our customers, measuring the effectiveness of our marketing and advertising, and other research and analytics. We may also share these Reports with third parties, as described in "When and With Whom We Share Information." **Any Reports shared with a third party for the third party's own use will only contain de-identified and/or aggregated information; they will not contain information that personally identifies you unless we have your express consent.** You should review the "Your Choices" section of this Privacy Policy to understand the choices you have with respect to the sharing of this information.

Advertising Generally

We use some of the information we collect to make the marketing and advertising you see on the Spectrum Platform more relevant to you, as well as to market the Spectrum products and services on other websites and platforms. Many of our marketing and advertising activities use information that does not personally identify you, such as your ZIP Code, your IP address, advertiser IDs and other persistent identifiers that are not directly linked to any identifiable information. Some of our marketing and advertising activities, however, do include the use of information that personally identifies you. For example, we use your postal and email address to deliver marketing and advertising to you. We may also use Combined Information to create marketing and advertising campaigns. For information about how to limit the use of information for these purposes, see the "Your Choices" section below.

Addressable Advertising on our Cable System

Some of the advertisements you see on cable channels are placed by us. Some of those advertisements are placed in particular shows or channels; others are shown in particular geographic areas. Some of our cable advertisements will ask for your permission to take certain actions, like mail you information or allow the advertiser to contact you. In some areas we will be able to address advertisements to your household through our cable system that will be more relevant to your interests based on your Video Usage Information and/or Combined Information. For information about how to limit the use of information for these purposes, see the "Your Choices" section below.

Online Advertising and Customization

We may place "cookies" in your browser that contain information about you or your account when you set up a personalized service or customize your settings and preferences on our websites or mobile applications. Cookies enable us to help diagnose problems with our services, control the display of ads, track usage patterns, gather demographic information, analyze trends, conduct research, and otherwise administer the Spectrum services. We do not store sensitive information such as your password, e-mail address or credit card number in cookies.

We use third party service providers to place advertisements for the Spectrum services on the Internet. These providers use standard tracking technologies used by most major websites and mobile applications to collect non-personal information about your visits to our websites and mobile applications, as well as your interaction with our products and services. These providers may also use information about your visits to other sites to send interest-based advertisements for other products and services and to gauge the effectiveness of advertisements. We do not permit these third parties to collect or use information that personally identifies you, such as your name, address, phone number or email address.

WHEN AND WITH WHOM WE SHARE

We share information with others when it is necessary to provide you with Spectrum Services to which you subscribe, and others in the limited circumstances described below. We do not sell or otherwise share information that personally identifies our customers, including their Internet Usage Information, Video Usage Information, or Call Detail Information, to third parties for those third parties' own use, such as marketing or advertising of their own products and services. While we have no plans to do so, if we ever changed this business practice, we would provide customers with advance notice and obtain their express consent.

Account Holders and Other Authorized Users

We may disclose any information about a customer's account and use of a service or feature to the primary account owner after appropriate authentication. The primary account owner may also authorize other users to access information on the account, which may include information about the primary account owner's use of the relevant service.

Charter/Spectrum Related Businesses

We may share information about you with other Charter and Spectrum related companies in order to provide the services to which you subscribe, or to make your Spectrum experience more streamlined, such as through combining account information into a single location for easier access. We may also share information about you with these related companies for their own marketing purposes when we have any necessary consent required to do so.

Service Providers

We may disclose your information to third-party service providers who perform business activities and functions on our behalf to support our interactions with you such as billing and collections, payment processing, analytics and research, marketing, service delivery and customization, maintenance and operations, and fraud prevention. These third-party service providers are authorized to use your personal information only as necessary to provide these services on our behalf.

Governmental Entities or Pursuant to Valid Legal Process

If you subscribe to any Spectrum Services, we may be required by law to disclose information about you, including information that personally identifies you, your use of our services, and the content of your communications, to governmental entities upon receipt of valid legal process. These disclosures may be made with or without your consent and with or without notice, in compliance with the law, including the terms of process.

If you subscribe to Spectrum cable video service and a governmental entity is seeking information about your selection of video programming, the Cable Act requires the governmental entity to obtain a court order. In the proceeding relevant to the issuance of the court order, the government must provide clear and convincing evidence that you are reasonably suspected of engaging in criminal activity and that the video records sought would be material evidence in the prosecution of the case. You are to be afforded the opportunity to appear and contest the governmental entity's claims in such proceeding.

We may also disclose personally identifiable information about you, without your consent, to protect our Customers, employees, or property; in emergency situations; to enforce our rights in court or elsewhere, or directly with you, for violations of service terms, conditions or policies; and/or as otherwise required by law.

Third Parties

We do not sell or share information that personally identifies our customers with third parties for their own marketing or advertising purposes.

If you subscribe to our telephone service, your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business numbers, 911, 900 numbers or toll-free 800, 855, 844, 866, 877 or 888 numbers. But note that Spectrum Mobile does not publish directories of customers' wireless phone numbers and we do not make those numbers available to others for listing in directories.

Some of the advertisements we display may invite interactive or transactional follow-up from you. When you interact and provide your consent, we may share your contact information with such advertiser for the purpose of fulfilling your request. We may also share individually de-identified and/or aggregate information, including our business and marketing reports, with third parties for their own purposes.

Spectrum ENTERPRISE

CITY OF COCOA
Invoice Number: 030586701070621
Account Number: 0050305867-01
Security Code: 8740

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call 1-888-812-2591

7635 1410 NO RP 06 07062021 NNNYNY 01 001208 0006

If we enter into a merger, acquisition, or sale of all or a portion of our assets, we may transfer information about you, including information that personally identifies you, as part of the transaction.

WHAT CHOICES YOU HAVE TO CONTROL THE USE OF INFORMATION BY SPECTRUM

You have many choices in controlling how we use and share your information for marketing and advertising purposes. For instance, you can always choose whether to receive promotional emails or text messages. You may visit **http://unsubscribe.spectrum.com** to manage your privacy preferences, including:

- to be added to our "Do Not Call," "Do Not Email," "Do Not Mail" or "Do Not Knock" list, which will limit the marketing and advertising messages you receive about Spectrum products and services; and
- to limit our use of Video Usage Information, Combined Information, or our business and marketing reports to direct addressable advertisements or interest-based advertisements to you as further described in the preference center.

Some of the preferences will only apply when you subscribe to Spectrum services and may require additional account information. If you make changes to your contact information or get a new account, you will need to review and update your privacy preferences. Please note that even if you choose to limit the use of information or communications for marketing and advertising purposes, you will still receive general advertising and zone advertising, in addition to service-related messages. If you do not have access to Internet service, you may call us at the number provided on your monthly bill statement to be added to any of these lists.

To learn more about how you can exercise control regarding the collection and use of certain data related to services, tools and software managed by non-Spectrum entities or affiliates, such as Nielsen's proprietary measurement software, Google Analytics, and/or Apple's App Transparency Tracking framework, please visit the full Spectrum Privacy Policy, available at **https://www.spectrum.com/policies/your-privacy-rights.**

Location

When you first visit or use a Spectrum application on your mobile device, we will request permission to collect and use your device's precise geolocation. You can choose not to permit the collection of this information, but it may limit certain functions or features of an application. You can manage the collection of your location information through your device's settings.

CPNI

When you initiate an interaction with one of our representatives, such as a phone call or a chat, we may ask for your oral consent to our use of your CPNI for the purpose of providing you with an offer for other products or services, such as the Spectrum cable video service. If you consent, we may use your CPNI for the duration of such interaction to offer you those additional products and services.

If you subscribe to the Spectrum Voice® or Spectrum Mobile service, we would like to use the CPNI information we have on file to provide you with information about products and services or special promotions for other communications-related products and services to which you do not already subscribe. You have the right to restrict this use of CPNI. If you deny or restrict your approval for us to use your CPNI, you will experience no effect, now or in the future, on how we provide any services to which you subscribe.

We will wait at least thirty days from the date we first provide notice to you, as a subscriber of the Spectrum Voice® service, before we use your CPNI for this purpose. During that time and at any time after, you may opt-out of our use of your CPNI for these marketing purposes by calling us at the number provided on your monthly billing statement or visiting our Privacy Preference Page.

HOW WE PROTECT YOUR INFORMATION

We take our responsibility to secure the information we collect and maintain seriously. We use reasonable security, including technical, physical and administrative controls, to secure the information we collect and maintain. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose Spectrum information.

You can help protect the privacy of your own information by using encryption and other techniques to prevent unauthorized interception of your personal information. You are responsible for the security of your information that you transmit to us or view, download, or otherwise access when using unencrypted, public or otherwise unsecured networks. For more information on things you can do to help protect the privacy of your own information, visit - **www.spectrum.com/security** or **www.OnGuardOnline.gov**.

WHAT YOUR RIGHTS AND OUR LIMITATIONS ARE UNDER FEDERAL LAWS

The Cable Act and Personally Identifiable Information

Section 631 of the federal Cable Act gives a subscriber to the Spectrum Cable Act Services the right to know about the personally identifiable information we collect and how we use it; under what conditions and circumstances and the types of persons and entities to whom we may disclose personally identifiable information; how long we maintain personally identifiable information; the limitation on our ability to collect and disclose personally identifiable information collected from the cable system; and a subscriber's rights under the Cable Act concerning personally identifiable information and its collection and disclosure.

Personally identifiable information is information that identifies a particular person; it does not include de-identified or aggregate data that does not identify a particular person or persons.

The Cable Act permits us to use the cable system(s) to collect personally identifiable information about our subscribers when it is necessary to render the Spectrum Cable Act Services or other services we provide and to detect unauthorized reception or use of the Spectrum Cable Act Services. We may use the cable system to collect personally identifiable information about a subscriber for additional purposes with a subscriber's prior written or electronic consent.

The Cable Act permits us to disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided; required by law or legal process; or limited to your name and address under a "mailing list" exception, as described in this Privacy Policy. **At this time, we do not sell or share customer names and addresses with third parties for their own marketing or advertising purposes. If we decide to do this in the future, we will provide you notice and an opportunity to opt-out of such sharing.** When a government entity is seeking information about your selection of video programming, you have additional rights as described in the "Governmental Entities or Pursuant to Valid Legal Process" subsection of "When We Share Information with Others."

If you subscribe to a Spectrum service that is governed by the Cable Act, we will maintain information that personally identifies you and that is associated with your use of such service for as long as necessary for the purpose for which the information was collected, which may be as long as the duration of your subscription and after you have terminated your subscription, in some instances. For example, we may keep information that personally identifies you as necessary to comply with laws governing our business, such as tax and accounting requirements that require record retention, to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order, or to respond to your inquiries or otherwise communicate with you after you have terminated your subscription. We will destroy or de-identify such information when it is no longer needed for such purposes.

If you believe that you have been aggrieved by any act of ours in violation of law, we encourage you to contact us in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act with respect to your personally identifiable information through a civil lawsuit in federal district court seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well. Your Spectrum Residential Services Agreement contains your agreement that, to the extent permitted by law, any claims under the Cable Act may be enforced in arbitration.

The Communications Act and CPNI

Section 222 of the Communications Act provides additional privacy protections for information about the quantity, technical configuration, type, destination, location, and amount of your use of the Spectrum telecommunications services, and information about your Spectrum phone service that is contained on your bill. This information, when linked to an identifiable customer of such service, is known as customer proprietary network information or "CPNI." CPNI does not include a customer's name, address, and telephone number, which is defined by the Communications Act as "subscriber list information" and is not subject to the CPNI protections. However, that information is considered "personally identifiable information," and is subject to the Cable Act protections described above.

If you are a customer of a telecommunications service, you have the right, and we have a duty under federal law to protect the confidentiality of CPNI and to provide you with information about how we use your CPNI and explain the choices you have. Those additional protections and the choices you have regarding the use and sharing of such information are reflected in this Privacy Policy.

HOW TO ACCESS AND CORRECT THE INFORMATION IN OUR RECORDS

We strive to keep our records accurate. If any of your information changes, please notify us immediately so we can update our records.

If you subscribe to a service subject to the federal Cable Act's requirements and you would like to see the personally identifiable information we maintain in our business records, please send a written request to your local office or call us at the number provided on your monthly billing statement and we will make an appointment for you to visit during normal business hours. You will only be permitted to examine records that contain personally identifiable information about your account and no other account. If your review reveals an error in our records, we will correct it. We reserve the right to charge you for the cost of retrieving and photocopying any documents that you request. You may also be able to access certain information about you or your account by contacting one of our customer service representatives at 855-75-SPECTRUM (855-757-7328), or by logging in to your online account.

If you make a written request for a copy of your CPNI, we will disclose the relevant information we have to you at the address we have for your account, or to any person authorized by you, if we reasonably believe the request is valid. For telephone and online access to your CPNI such as outbound call detail records, we require that you first authenticate your identity using a password established using our online system. We generally do not provide our customers with records of calls received, records that are only in our archives, other records that we do not furnish as part of a telephone bill, web-browsing history, IP address logs or any other information that we do not create or maintain in the ordinary course of business unless there is a court order or similar legal process. If there are errors in names, addresses, or telephone numbers in our vendors' directory lists, or if you have been omitted from the directory, the correction cannot be made until the next available publication. Please understand that we may have no control over information appearing in directory lists or provided by directory assistance services which we do not own.

WHAT HAPPENS IF WE CHANGE THIS PRIVACY POLICY

The most current version of our Privacy Policy is published and maintained at **www.spectrum.com**. The needs of our customers and the business may change from time to time and, when that happens, we may need to modify this Privacy Policy. Any changes will be posted at this website. If we make any changes that materially affect your rights or the ways in which we use or disclose information, we will notify you in advance through written, electronic or other means, as permitted by law, so that you can make any necessary decisions about your ongoing use of the Spectrum Platform.

HOW TO CONTACT US WITH QUESTIONS ABOUT HOW THIS ANNUAL PRIVACY NOTICE APPLIES

Questions about Spectrum's privacy protections and practices should be sent to:

Charter Communications, Inc.
Attn: Privacy and Cybersecurity Counsel
400 Atlantic Street, 9th Floor
Stamford, CT 06901

You may also contact your local customer service office. You can find the phone number for your local customer service office on your monthly bill statement or by visiting our website at **www.spectrum.com**. Effective: June 1, 2021

July 6, 2021

Spectrum ENTERPRISE

CITY OF COCOA
Invoice Number: 030586701070621
Account Number: 0050305867-01
Security Code: **8740**

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call 1-888-812-2591

7635 1410 NO RP 06 07062021 NNNYNY 01 001208 0006

Spectrum
ENTERPRISE

June 30, 2021
Invoice Number: 029755401063021
Account Number: **0050297554-01**
Security Code: **7184**
Service At: 1950 E MERRITT ISLAND CSWY
RRBC
MERRITT ISLAND, FL 32952-2665

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call 1-888-812-2591

SPECTRUM NEWS AND INFORMATION

PO 77438

ENTERED SW 7/9/21

RECEIVED
JUL 0 8 2021
BY:

Summary
Services from 06/28/21 through 07/27/21 details on following pages

Previous Balance	560.91
Payments Received - Thank You	-560.91
Remaining Balance	$0.00
Spectrum Enterprise Data	490.00
Taxes, Fees and Charges	70.91
Current Charges	$560.91
Total Due by 07/15/21	**$560.91**

Thank you for choosing Spectrum Enterprise.
We appreciate your prompt payment and value you as a client.

Spectrum
ENTERPRISE

4145 S. Falkenburg Rd Riverview, FL 33578-8652
7635 1410 NO RP 30 06302021 NNNYNY 01 002207 0012

CITY OF COCOA
65 STONE ST
COCOA FL 32922-7982

June 30, 2021
CITY OF COCOA
Invoice Number: 029755401063021
Account Number: 0050297554-01
Service At: 1950 E MERRITT ISLAND CSWY
RRBC
MERRITT ISLAND, FL 32952-2665

Total Due by 07/15/21 **$560.91**
Amount you are enclosing $

Please Remit Payment To:
BRIGHT HOUSE NETWORKS
PO BOX 7195
PASADENA, CA 91109-7195

00021001005029755401420560 91

June 30, 2021

Spectrum ENTERPRISE

CITY OF COCOA
Invoice Number: 029755401063021
Account Number: 0050297554-01
Security Code: 7184

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call 1-888-812-2591

7635 1410 NO RP 30 06302021 NNNYNY 01 002207 0012

Charge Details

Previous Balance		560.91
Payments Received - Thank You	06/25	-560.91
Remaining Balance		$0.00

Payments received after 06/30/21 will appear on your next bill.

Services from 06/28/21 through 07/27/21

Spectrum Enterprise Data

Ethernet 100Mbps	490.00
	$490.00
Spectrum Enterprise Data Total	$490.00

Taxes, Fees and Charges

State Communications Tax	36.85
Local Communications Services Tax	28.82
Regulatory Cost Recovery Fee	5.24
Taxes, Fees and Charges Total	$70.91

Current Charges	$560.91
Total Due by 07/15/21	$560.91

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service – In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Billing Practices - Spectrum Enterprise mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Enterprise before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Enterprise Account Executive at least twenty one (21) business days prior to your move.

Authorization to Convert your Check to an Electronic Funds Transfer Debit - For your convenience, if you provide a check as payment, you authorize Spectrum Enterprise to use the information from your check to make a one-time electronic funds transfer from your account. If you have any questions, please call our office at the telephone number on the front of this invoice. To assist you in future payments, your bank or credit card account information may be electronically stored in our system in a secure, encrypted manner.

Complaint Procedures - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support.

Your WAY can be the GREEN way!
GO GREEN with Spectrum Enterprise.

Online Bill Pay is helping the environment one customer at a time.
It's easy - all you need to do is sign up for Online Bill Pay.
It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to Enterprise.Spectrum.com.
Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card - Credit Card - Electronic Funds Transfer
- Receive a quick summary of your account at any time
- Access up to 6 months of statements

Spectrum ENTERPRISE

Payment Options

Pay Online - Create or Login to pay or view your bill online at Spectrumbusiness.net.

Pay by Mail - Detach payment coupon and enclose with your check made payable to Bright House Networks. Please do not include correspondences of any type with payments.

For questions or concerns, please call 1-888-812-2591.

CITY OF COCOA
Invoice Number: 029755401063021
Account Number: 0050297554-01
Security Code: 7184

Spectrum ENTERPRISE

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call 1-888-812-2591

7635 1410 NO RP 30 06302021 NNNYNY 01 002207 0012

Spectrum

2021 Annual Privacy Notice

Your privacy is important to Charter. We value the trust you place in us when you subscribe to Spectrum branded cable video, Internet, phone, and/or home security services (collectively, the "Spectrum Services"). We take seriously the responsibility of protecting your privacy and the information we collect about you.

This Annual Privacy Notice describes the types of information we collect; how we use and share that information; and the choices you have regarding such use and sharing. It also describes the legal limitations imposed on our collection, use and sharing of information that personally identifies you; how long we maintain that information; how you may access, review and correct that information; and your rights under federal law and this Annual Privacy Notice concerning such information.

The commitments in this Annual Privacy Notice reflect our core business objective of providing you with the most innovative and superior products and services as possible while, at the same time, offering you choices about how we use information about you to achieve that objective.

We commit to:

- Communicate our privacy practices in a manner that is easily accessible and clearly describes your choices;
- Offer you choices about how we may use your information for our own marketing purposes;
- Not sell your personally identifiable information to anyone for any purpose - this includes our customers' web browsing history, call detail records, and viewing activity;
- Secure your information through the use of reasonable security measures; and

We encourage you to review the full Spectrum Privacy Policy, available at **https://www.spectrum.com/policies/your-privacy-rights**, for more information about our privacy practices, including any state-specific privacy practices based on your state of residency (e.g., California, Maine, Nevada).

WHEN THE ANNUAL PRIVACY NOTICE APPLIES

The Annual Privacy Notice only applies to subscribers of one or more of the Spectrum Services provided by Charter Communications Operating, LLC and its subsidiaries. To review the full Spectrum Privacy Policy, please visit **https://www.spectrum.com/policies/your-privacy-rights**.

Depending upon the Spectrum products and services to which you subscribe, parts of this Annual Privacy Notice may not apply to you. For example, if you only subscribe to Spectrum Internet, the sections of this Annual Privacy Notice that discuss Spectrum Voice information will not apply to you. To help clarify some of our more general statements, we provide real-world examples throughout the Annual Privacy Notice of how we collect and use information. These are only examples and may not cover every situation. If you have questions, please contact us.

Some Spectrum products and services may have additional privacy practices that are described in product or service specific sections in the full Spectrum Privacy Policy **(https://www.spectrum.com/policies/your-privacy-rights)** or may be provided to you in different ways, such as contracts for Spectrum Enterprise services. To the extent there is an overlap between this Annual Privacy Notice and a product or service-specific privacy notice, the product or service-specific notice or agreement will control with respect to such product or service.

Sometimes you may access websites (e.g., news websites, shopping websites, Internet search engine, etc.) or services (e.g., non-Spectrum email and instant messaging services or video streaming services, gaming services, data storage services, etc.) that we do not own or control through the Spectrum Services. We urge our customers to be careful and aware of the privacy practices of these third parties, because this Privacy Policy **does not** extend to the parties that collect information outside of our control and **does not** cover information that may be collected:

- when you download applications or make purchases from other companies while using our Internet or wireless services;
- when you log-in and access video content provided by a third party through your Spectrum-issued device;
- through any other products, services, websites, or applications, including your interactions with online video and other third party content services, even if you access them through the Spectrum Platform; and
- by devices that are not Spectrum devices, e.g., a tablet, smartphone, or other device that enables you to access the Spectrum products or services, or through a smart television where the manufacturer has directly enabled information gathering capabilities.

You should read the privacy policies for these other products, services, websites, applications and devices to understand their privacy practices; those privacy policies will apply to those third parties' collection of your information, even if access to such content or use of such products or devices requires you to be a Spectrum subscriber; for example, some of the premium streaming services available online that require you to authenticate your subscription using your Spectrum username and password.

HOW WE COLLECT INFORMATION

In order to provide you with our products and services and to keep you informed, we collect a variety of information about you when you interact with us or use our products, services, websites and applications. This information is needed for us to efficiently provide our services to you on a cost-effective basis and to tailor our products and services to best meet your needs and interests. For example, in order to provide timely and effective customer service, we keep track of when you called, what the issue was and what is the best way to get in contact with you.

If you are a Spectrum customer and you allow others to access and/or use your accounts, products or services, we will collect information about those users, as well. We may also collect information about you from third parties.

Information You Provide to Us Directly or When You Create an Account

We collect information you provide to us when you establish a customer and when you contact us or otherwise communicate with us, such as:

- contact information (e.g., name, address, email address, and phone number) usernames, passwords, images, voiceprints, and other authenticating information, including other biometric information, associated with a Spectrum account (for more information about biometric data collection and use practices, please review our Spectrum Biometric Data Privacy Notice available on the Your Privacy Rights section on our website);
- information about the types of services to which you subscribe, orders you place or downloads you make through a Spectrum product or service, the service options you have chosen, and any customized setting you have created;
- information about your payment methods, such as your payment card number or bank account information;
- information related to a credit application for a product or service or to protect against fraud, which may include your Social Security number, driver's license number, or other government issued identifier;
- information you provide when you enter contests or respond to customer surveys; and
- information we keep in our records when you correspond or otherwise communicate with us, including through our call centers, online chat sessions, and through social media.

Information We Collect Automatically and Through Your Use of the Products, Services, Websites and Apps

When you use the Spectrum Services, we automatically collect information, such as:

- information from any device you use when you interact with us, including but not limited to the device identifiers, the number, types, and status of devices connected to our network, network addresses, operating system, and technical configurations of the equipment used with our services, products, websites and applications;
- network traffic data;
- performance and support data; and
- information about your use and the operation of Spectrum products, services, websites, applications, and their features.

The information we collect will depend upon the Spectrum Services to which you subscribe. We limit the use and sharing of such information as described in this Annual Privacy Notice and as required by law. For example, we may collect usage information about:

- the channels, programs, and advertisements to which your device was tuned when you subscribe to our video service in order to provide you video content ("Video Usage Information");
- the websites you visit when you are using the Spectrum Internet, Mobile or WiFi services, in order to provide the service and connect you to the other sites and services you request ("Internet Usage Information");
- call records, including the phone numbers that you call and that call you, and the times and dates of those calls, the number of text messages sent and received, when you subscribe to our phone and/or mobile service ("Call Detail Information"); and
- video footage and alarm settings, when you subscribe to our home security service ("Home Security Usage Information").

If you subscribe to or use services that require us to transfer or store communications such as a Spectrum email account or a Spectrum voice product that includes a voicemail service, it will be necessary for us to collect the content of those communications to provide you with the service you have requested because it is required in order for the services to function. Additionally, we collect the content of any files you store in our cloud storage services and other information when it is necessary to provide you with the products or features of the services you use.

We also collect device information, including your IP address and information about your browser, operating system, and platform type. The collection of this information, including IP addresses and the referring websites, is required in order for us to provide Internet service and for users to communicate with each other and with websites on the Internet. Please refer to the Spectrum Internet DNS Privacy Notice, available on the Your Privacy Rights section of our website, to learn more about the type of Domain Name System ("DNS") data we collect based on our provision of Spectrum Internet service, how we use and share that information, and our storage and retention practices associated with the DNS data we maintain.

Location Information

When you access our network, we may collect general location information, such as the city or zip code that correlates with the license of your device IP address, or more precise geolocation data that indicates where you are at a specific point in time.

When you first visit or use any Spectrum mobile application that collects precise geolocation information to access a Spectrum Service to which you subscribe, we will request permission to collect and use such information. You can prohibit the collection of this information through your device's settings (see "Your Choices") but it may limit certain functions and features of the application.

Information Obtained from Third Parties

We may collect information from third parties for purposes related to delivering the Spectrum Services to you. This includes information to verify information you have provided and from credit reporting agencies to determine your creditworthiness, credit score, and credit usage.

If you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord's name and address.

We receive information from content providers and other platform providers when you use your Spectrum account to authenticate your use of Spectrum Services through that provider's platform or device.

We also obtain additional information from outside sources, such as research consultants and marketing firms. We may collect commercially available demographic information about you or your community available from third parties, such as age, gender, and preferred language. We may also collect commercially available interest data, such as whether you like to travel or are a sports enthusiast.

Spectrum ENTERPRISE

CITY OF COCOA
Invoice Number: 029755401063021
Account Number: 0050297554-01
Security Code: 7184

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call 1-888-812-2591

7635 1410 NO RP 30 06302021 NNNYNY 01 002207 0012

HOW AND WHEN WE USE INFORMATION, INCLUDING FOR ADVERTISING

First and foremost, we use the information we collect to provide you with reliable, high quality products and services. We also use the information we collect to communicate with you, make improvements to our products and services, investigate theft and other illegal activities, and personalize your experience, as described below. This may involve linking and combining information about you from across the Spectrum platform of products and services, as well as from third parties ("Combined Information").

To Provide and Improve our Services

We use the information we collect to:

- properly deliver, maintain and improve our products, services, websites and applications;
- fulfill requests for new service or changes to your account or the products and services you already receive;
- provide you with technical support and high quality customer service, including through the use of recorded or monitored communications between you and our customer service agents;
- create and administer a Spectrum account, including activating your service, billing, invoicing, and debt collection activities;
- authenticate or otherwise provide you access to your Spectrum products and services;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- manage and configure our device(s), system(s) and network(s);
- understand how the service is being used, including through the creation of operational and marketing reports based on de-identified and/or aggregated service usage information;
- inform you of additional products and services that may be of interest to you;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of any Spectrum product, service, website or application, and to enforce any Spectrum policy or applicable terms of service;
- protect our rights, our personnel, our property, and the safety of others;
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

To Communicate With You

We use the information we collect to deliver and personalize our communications with you. For example, if you use an interactive or transactional service, e.g., responding to a survey or ordering a pay-per-view event, we will use that information and information from your account to send you billing information, as well as recommendations for additional Spectrum products or services that may be of interest to you and to provide you with a more personalized experience. We may use the information to remind you of a service appointment, to follow up with you after a service request, and to send you important service-related notices and announcements.

We may send you promotional communications for products and services that may be of interest to you through the mail, over our cable system, by phone or SMS, or online. Some of these communications may be directed to you because of the Spectrum services to which you subscribe or your interactions on the Spectrum platform, and some may be directed to you because of your general geographic location. For example, if we are launching a new service in limited areas, only residents of that particular area will receive that promotional communication. This is often called "zone" advertising.

To Create Business and Marketing Reports

We use the information we collect to create business and marketing reports (the "Reports") to provide insights into what products and services our customers are using, how long they are using our products and services, how some of our services are accessed, and what additional products and services may be of interest to our customers. In the video context, for example, these Reports contain information such as channel tuning, the time a channel is changed, when a Spectrum set-top box is "on" or "off", whether a program or commercial was watched to its conclusion or skipped, and whether the content was accessed during its regular airing schedule, from our on-demand service, or through a Spectrum website app, or a third party's platform. We may create similar reports in the phone, broadband, and home security contexts that measure and analyze service usage information, such as the peak times of usage, the amount of bandwidth used, and the amount - but not the content - of data stored on our systems.

We use these Reports for our own internal purposes, such as improving our products and services, determining what content to provide our customers, measuring the effectiveness of our marketing and advertising, and other research and analytics. We may also share these Reports with third parties, as described in "When and With Whom We Share Information." **Any Reports shared with a third party for the third party's own use will only contain de-identified and/or aggregated information; they will not contain information that personally identifies you unless we have your express consent.** You should review the "Your Choices" section of this Privacy Policy to understand the choices you have with respect to the sharing of this information.

Advertising Generally

We use some of the information we collect to make the marketing and advertising you see on the Spectrum Platform more relevant to you, as well as to market the Spectrum products and services on other websites and platforms. Many of our marketing and advertising activities use information that does not personally identify you, such as your ZIP Code, your IP address, advertiser IDs and other persistent identifiers that are not directly linked to any identifiable information. Some of our marketing and advertising activities, however, do include the use of information that personally identifies you. For example, we use your postal and email address to deliver marketing and advertising to you. We may also use Combined Information to create marketing and advertising campaigns. For information about how to limit the use of information for these purposes, see the "Your Choices" section below.

Addressable Advertising on our Cable System

Some of the advertisements you see on cable channels are placed by us. Some of those advertisements are placed in particular shows or channels; others are shown in particular geographic areas. Some of our cable advertisements will ask for your permission to take certain actions, like mail you information or allow the advertiser to contact you. In some areas we will be able to address advertisements to your household through our cable system that will be more relevant to your interests based on your Video Usage Information and/or Combined Information. For information about how to limit the use of information for these purposes, see the "Your Choices" section below.

Online Advertising and Customization

We may place "cookies" in your browser that contain information about you or your account when you set up a personalized service or customize your settings and preferences on our websites or mobile applications. Cookies enable us to help diagnose problems with our services, control the display of ads, track usage patterns, gather demographic information, analyze trends, conduct research, and otherwise administer the Spectrum services. We do not store sensitive information such as your password, e-mail address or credit card number in cookies.

We use third party service providers to place advertisements for the Spectrum services on the Internet. These providers use standard tracking technologies used by most major websites and mobile applications to collect non-personal information about your visits to our websites and mobile applications, as well as your interaction with our products and services. These providers may also use information about your visits to other sites to send interest-based advertisements for other products and services and to gauge the effectiveness of advertisements. We do not permit these third parties to collect or use information that personally identifies you, such as your name, address, phone number or email address.

WHEN AND WITH WHOM WE SHARE

We share information with others when it is necessary to provide you with Spectrum Services to which you subscribe, and others in the limited circumstances described below. We do not sell or otherwise share information that personally identifies our customers, including their Internet Usage Information, Video Usage Information, or Call Detail Information, to third parties for those third parties' own use, such as marketing or advertising of their own products and services. While we have no plans to do so, if we ever changed this business practice, we would provide customers with advance notice and obtain their express consent.

Account Holders and Other Authorized Users

We may disclose any information about a customer's account and use of a service or feature to the primary account owner after appropriate authentication. The primary account owner may also authorize other users to access information on the account, which may include information about the primary account owner's use of the relevant service.

Charter/Spectrum Related Businesses

We may share information about you with other Charter and Spectrum related companies in order to provide the services to which you subscribe, or to make your Spectrum experience more streamlined, such as through combining account information into a single location for easier access. We may also share information about you with these related companies for their own marketing purposes when we have any necessary consent required to do so.

Service Providers

We may disclose your information to third-party service providers who perform business activities and functions on our behalf to support our interactions with you such as billing and collections, payment processing, analytics and research, marketing, service delivery and customization, maintenance and operations, and fraud prevention. These third-party service providers are authorized to use your personal information only as necessary to provide these services on our behalf.

Governmental Entities or Pursuant to Valid Legal Process

If you subscribe to any Spectrum Services, we may be required by law to disclose information about you, including information that personally identifies you, your use of our services, and the content of your communications, to governmental entities upon receipt of valid legal process. These disclosures may be made with or without your consent and with or without notice, in compliance with the law, including the terms of process.

If you subscribe to Spectrum cable video service and a governmental entity is seeking information about your selection of video programming, the Cable Act requires the governmental entity to obtain a court order. In the proceeding relevant to the issuance of the court order, the government must provide clear and convincing evidence that you are reasonably suspected of engaging in criminal activity and that the video records sought would be material evidence in the prosecution of the case. You are to be afforded the opportunity to appear and contest the governmental entity's claims in such proceeding.

We may also disclose personally identifiable information about you, without your consent, to protect our Customers, employees, or property; in emergency situations; to enforce our rights in court or elsewhere, or directly with you, for violations of service terms, conditions or policies; and/or as otherwise required by law.

Third Parties

We do not sell or share information that personally identifies our customers with third parties for their own marketing or advertising purposes.

If you subscribe to our telephone service, your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business numbers, 911, 900 numbers or toll-free 800, 855, 844, 866, 877 or 888 numbers. But note that Spectrum Mobile does not publish directories of customers' wireless phone numbers and we do not make those numbers available to others for listing in directories.

Some of the advertisements we display may invite interactive or transactional follow-up from you. When you interact and provide your consent, we may share your contact information with such advertiser for the purpose of fulfilling your request. We may also share individually de-identified and/or aggregate information, including our business and marketing reports, with third parties for their own purposes.

June 30, 2021

CITY OF COCOA
Invoice Number: 029755401063021
Account Number: 0050297554-01
Security Code: 7184

Spectrum ENTERPRISE

Contact Us
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7635 1410 NO RP 30 06302021 NNNYNY 01 002207 0012

If we enter into a merger, acquisition, or sale of all or a portion of our assets, we may transfer information about you, including information that personally identifies you, as part of the transaction.

WHAT CHOICES YOU HAVE TO CONTROL THE USE OF INFORMATION BY SPECTRUM

You have many choices in controlling how we use and share your information for marketing and advertising purposes. For instance, you can always choose whether to receive promotional emails or text messages. You may visit **http://unsubscribe.spectrum.com** to manage your privacy preferences, including:

- to be added to our "Do Not Call," "Do Not Email," "Do Not Mail" or "Do Not Knock" list, which will limit the marketing and advertising messages you receive about Spectrum products and services; and
- to limit our use of Video Usage Information, Combined Information, or our business and marketing reports to direct addressable advertisements or interest-based advertisements to you as further described in the preference center.

Some of the preferences will only apply when you subscribe to Spectrum services and may require additional account information. If you make changes to your contact information or get a new account, you will need to review and update your privacy preferences. Please note that even if you choose to limit the use of information or communications for marketing and advertising purposes, you will still receive general advertising and zone advertising, in addition to service-related messages. If you do not have access to Internet service, you may call us at the number provided on your monthly bill statement to be added to any of these lists.

To learn more about how you can exercise control regarding the collection and use of certain data related to services, tools and software managed by non-Spectrum entities or affiliates, such as Nielsen's proprietary measurement software, Google Analytics, and/or Apple's App Transparency Tracking framework, please visit the full Spectrum Privacy Policy, available at **https://www.spectrum.com/policies/your-privacy-rights**.

Location

When you first visit or use a Spectrum application on your mobile device, we will request permission to collect and use your device's precise geolocation. You can choose not to permit the collection of this information, but it may limit certain functions or features of an application. You can manage the collection of your location information through your device's settings.

CPNI

When you initiate an interaction with one of our representatives, such as a phone call or a chat, we may ask for your oral consent to our use of your CPNI for the purpose of providing you with an offer for other products or services, such as the Spectrum cable video service. If you consent, we may use your CPNI for the duration of such interaction to offer you those additional products and services.

If you subscribe to the Spectrum Voice® or Spectrum Mobile service, we would like to use the CPNI information we have on file to provide you with information about products and services or special promotions for other communications-related products and services to which you do not already subscribe. You have the right to restrict this use of CPNI. If you deny or restrict your approval for us to use your CPNI, you will experience no effect, now or in the future, on how we provide any services to which you subscribe.

We will wait at least thirty days from the date we first provide notice to you, as a subscriber of the Spectrum Voice® service, before we use your CPNI for this purpose. During that time and at any time after, you may opt-out of our use of your CPNI for these marketing purposes by calling us at the number provided on your monthly billing statement or visiting our Privacy Preference Page.

HOW WE PROTECT YOUR INFORMATION

We take our responsibility to secure the information we collect and maintain seriously. We use reasonable security, including technical, physical and administrative controls, to secure the information we collect and maintain. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose Spectrum information.

You can help protect the privacy of your own information by using encryption and other techniques to prevent unauthorized interception of your personal information. You are responsible for the security of your information that you transmit to us or view, download, or otherwise access when using unencrypted, public or otherwise unsecured networks. For more information on things you can do to help protect the privacy of your own information, visit - **www.spectrum.com/security** or **www.OnGuardOnline.gov**.

WHAT YOUR RIGHTS AND OUR LIMITATIONS ARE UNDER FEDERAL LAWS

The Cable Act and Personally Identifiable Information

Section 631 of the federal Cable Act gives a subscriber to the Spectrum Cable Act Services the right to know about the personally identifiable information we collect and how we use it; under what conditions and circumstances and the types of persons and entities to whom we may disclose personally identifiable information; how long we maintain personally identifiable information; the limitation on our ability to collect and disclose personally identifiable information collected from the cable system; and a subscriber's rights under the Cable Act concerning personally identifiable information and its collection and disclosure.

Personally identifiable information is information that identifies a particular person; it does not include de-identified or aggregate data that does not identify a particular person or persons

The Cable Act permits us to use the cable system(s) to collect personally identifiable information about our subscribers when it is necessary to render the Spectrum Cable Act Services or other services we provide and to detect unauthorized reception or use of the Spectrum Cable Act Services. We may use the cable system to collect personally identifiable information about a subscriber for additional purposes with a subscriber's prior written or electronic consent.

The Cable Act permits us to disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided; required by law or legal process; or limited to your name and address under a "mailing list" exception, as described in this Privacy Policy. **At this time, we do not sell or share customer names and addresses with third parties for their own marketing or advertising purposes. If we decide to do this in the future, we will provide you notice and an opportunity to opt-out of such sharing.** When a government entity is seeking information about your selection of video programming, you have additional rights as described in the "Governmental Entities or Pursuant to Valid Legal Process" subsection of "When We Share Information with Others."

If you subscribe to a Spectrum service that is governed by the Cable Act, we will maintain information that personally identifies you and that is associated with your use of such service for as long as necessary for the purpose for which the information was collected, which may be as long as the duration of your subscription and after you have terminated your subscription, in some instances. For example, we may keep information that personally identifies you as necessary to comply with laws governing our business, such as tax and accounting requirements that require record retention, to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order, or to respond to your inquiries or otherwise communicate with you after you have terminated your subscription. We will destroy or de-identify such information when it is no longer needed for such purposes.

If you believe that you have been aggrieved by any act of ours in violation of law, we encourage you to contact us in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act with respect to your personally identifiable information through a civil lawsuit in federal district court seeking damages, attorneys' fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well. Your Spectrum Residential Services Agreement contains your agreement that, to the extent permitted by law, any claims under the Cable Act may be enforced in arbitration.

The Communications Act and CPNI

Section 222 of the Communications Act provides additional privacy protections for information about the quantity, technical configuration, type, destination, location, and amount of your use of the Spectrum telecommunications services, and information about your Spectrum phone service that is contained on your bill. This information, when linked to an identifiable customer of such service, is known as customer proprietary network information or "CPNI." CPNI does not include a customer's name, address, and telephone number, which is defined by the Communications Act as "subscriber list information" and is not subject to the CPNI protections. However, that information is considered "personally identifiable information," and is subject to the Cable Act protections described above.

If you are a customer of a telecommunications service, you have the right, and we have a duty under federal law to protect the confidentiality of CPNI and to provide you with information about how we use your CPNI and explain the choices you have. Those additional protections and the choices you have regarding the use and sharing of such information are reflected in this Privacy Policy.

HOW TO ACCESS AND CORRECT THE INFORMATION IN OUR RECORDS

We strive to keep our records accurate. If any of your information changes, please notify us immediately so we can update our records.

If you subscribe to a service subject to the federal Cable Act's requirements and you would like to see the personally identifiable information we maintain in our business records, please send a written request to your local office or call us at the number provided on your monthly billing statement and we will make an appointment for you to visit during normal business hours. You will only be permitted to examine records that contain personally identifiable information about your account and no other account. If your review reveals an error in our records, we will correct it. We reserve the right to charge you for the cost of retrieving and photocopying any documents that you request. You may also be able to access certain information about you or your account by contacting one of our customer service representatives at 855-75-SPECTRUM (855-767-7328), or by logging in to your online account.

If you make a written request for a copy of your CPNI, we will disclose the relevant information we have to you at the address we have for your account, or to any person authorized by you, if we reasonably believe the request is valid. For telephone and online access to your CPNI such as outbound call detail records, we require that you first authenticate your identity using a password established using our online system. We generally do not provide our customers with records of calls received, records that are only in our archives, other records that we do not furnish as part of a telephone bill, web browsing history, IP address logs or any other information that we do not create or maintain in the ordinary course of business unless there is a court order or similar legal process. If there are errors in names, addresses, or telephone numbers in our vendors' directory lists, or if you have been omitted from the directory, the correction cannot be made until the next available publication. Please understand that we may have no control over information appearing in directory lists or provided by directory assistance services which we do not own.

WHAT HAPPENS IF WE CHANGE THIS PRIVACY POLICY

The most current version of our Privacy Policy is published and maintained at **www.spectrum.com**. The needs of our customers and the business may change from time to time and, when that happens, we may need to modify this Privacy Policy. Any changes will be posted at this website. If we make any changes that materially affect your rights or the ways in which we use or disclose information, we will notify you in advance through written, electronic or other means, as permitted by law, so that you can make any necessary decisions about your ongoing use of the Spectrum Platform.

HOW TO CONTACT US WITH QUESTIONS ABOUT HOW THIS ANNUAL PRIVACY NOTICE APPLIES

Questions about Spectrum's privacy protections and practices should be sent to:

Charter Communications, Inc.
Attn: Privacy and Cybersecurity Counsel
400 Atlantic Street, 9th Floor
Stamford, CT 06901

You may also contact your local customer service office. You can find the phone number for your local customer service office on your monthly bill statement or by visiting our website at **www.spectrum.com**. Effective: June 1, 2021

June 30, 2021

CITY OF COCOA
Invoice Number: 029755401063021
Account Number: 0050297554-01
Security Code: **7184**

Spectrum ENTERPRISE

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7635 1410 NO RP 30 06302021 NNNYNY 01 002207 0012

Legislation Details (With Text)

File #:	21-545	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/9/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Approval for the City of Cocoa to accept the donation of a Western Shepard and a Belgian Malinois to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and the Brevard Kennel Club and to approve a Resolution amending the FY2021 budget, BAF# 21-109-A. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Maverick and Draco Waiver of Liability and Hold harmless.pdf Brevard Kennel Club Donation.pdf Budget Resolution FY 2021- ADA Compliant.pdf BAF 21-109-A-PD-K9 Donation (8-24-21) Agenda 21-545.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2021
Agenda Date: August 24, 2021
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Evander Collier IV, Chief of Police
Requested Action:
Council approval for the City of Cocoa to accept the donation of a Western Shepard and a Belgian Malinois to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and the Brevard Kennel Club and to approve a Resolution amending the FY2021 budget, BAF# 21-109-A.

BACKGROUND:

Brevard Kennel Club would like to donate a Western Shepard and a Belgian Malinois to the City of Cocoa Police Department for use as police K-9s. The Cocoa Police Department would use these K-9 for day to day operations by officers and investigators in addition to being used during special operations. These donated K-9s will replace K-9 Bear who will retire and K9 Zena.

STRATEGIC PLAN CONNECTION:

Crime Prevention, Public Safety.

BUDGETARY IMPACT:

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

BAF# 20-092-A

Source of Funds:

Amount Requested	$6,000
Account Number	001-0000-366.10-10
Account Name	Contributions for Canines

Operating Account: 001-2100-521.52-00

PREVIOUS ACTION:

Council previously approved a similar agenda item under 20-487.

RECOMMENDED MOTION:

Council approval for the City of Cocoa to accept the donation of a Western Shepard and a Belgian Malinois to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and the Brevard Kennel Club and to approve a Resolution amending the FY2021 budget, BAF# 21-109-A.

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WAIVER OF LIABILTY AND HOLD HARMLESS AGREEMENT

FOR

Donation of Police Canine to City of Cocoa Police Department

1. In consideration of the donation of the Canines Maverick and Draco on behalf of the City of Cocoa Police Department I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO HOLD RESPONSIBLE Brevard Kennel Club from any and all liability, claims, demands, actions, including court costs and attorney fees, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be caused by the Canines Maverick and Draco whether in the line of duty or that may arise while off duty, to any person(s) or property.

2. As a result of the donation of said canines, the City of Cocoa, Brevard County, Florida and the Cocoa Police Department do VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, or any loss or damage of property, that may be caused by or resulting from the donated canines Maverick and Draco, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

3. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and compete consideration fully intending to be bound by same.

_____ _____

Signature and Position Date

_____

Printed Name

Sworn to or affirmed and subscribed before me this _____ day of _____ 20_____ by _____ who is personally known to me or who has produced _____ (type of identification and ID#)

_____ _____

Signature of Notary Printed name of Notary

Notary official stamp/Commission Expiration_____

August 6, 2021

It is with great pleasure that Brevard Kennel Club (BKC) is donating, to the Cocoa Police Department, at a cost of $6000, a Western Shepherd called Maverick and a Belgian Malinois named Draco. Maverick will be relieving Bear and Draco will be relieving Zena.

Brevard Kennel Club consists of a group of people interested in advancing the interests of purebred dogs and the welfare of animals in general by education, financial assistance to worthy animal related causes and the protection and encouragement of dogs and dog ownership.

BKC continually supports local and county police departments through sponsorship of events, donations, funding of programs and training.

Kristin J Halkovic
Secretary
Brevard Kennel Club

Executive Committee

President
Leslie Kovacs
president@brevardkc.org

Vice President
Edna Corney
vicepresident@brevardkc.org

Treasurer
Marsha Dyal
treasurer@brevardkc.org

Secretary
Kristin Halkovic
secretary@brevardkc.org

Board of Directors

Mary Benell
directors@brevardkc.org

Tracy Eberhardt
directors@brevardkc.org

Susan Thibodeaux
directors@brevardkc.org

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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 24th day of August, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-109-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 08/09/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,000	001-0000-366.10-10	PD14K9	Contributions for K9	$ 0	$ 0	$ 6,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 6,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,000	001-2100-521.52-00	PD14K9	Law Enforcement/Operating	$ 162,174	$ 168,319	$ 174,319	$ 65,297
$ 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
$ 6,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

A donation of two police canines in the amount of $6,000 was made to the Police Department and the budget needs to be amended to accept the donation. Agenda 21-545.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 08/24/21 *RESOLUTION #:*

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

8/9/21	Susan L. Lambert (Digitally signed by Susan L. Lambert Date: 2021.08.09 11:21:16 -04'00')	8/9/21	Colleen Campbell (Digitally signed by Colleen Campbell Date: 2021.08.09 15:58:02 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Evander Collier IV (Digitally signed by Evander Collier IV Date: 2021.08.09 12:11:06 -04'00')	8/11/21	Lora Howell (Digitally signed by Lora Howell Date: 2021.08.11 08:33:53 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	21-546	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/9/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Approval to apply for forty-three Philips Heart Start FRx Automated External Defibrillators (AEDs) through AEDGrant.com. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	AED Grant Application.pdf 08.04.2021 AED Grant memo.pdf AED Grant Internal Application Updated.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2021
Agenda Date: August 24, 2021
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Evander Collier IV, Chief of Police
Requested Action:
Council approval to apply for forty-three Philips Heart Start FRx Automated External Defibrillators (AEDs) through AEDGrant.com.

BACKGROUND:

The Police Department is requesting permission to apply for a grant to outfit each sworn officer with an Automated External Defibrillator (AED). AED's are portable, life-saving devices designed to treat people experiencing sudden cardiac arrest, a medical condition in which the heart stops beating suddenly and unexpectedly. (www.fda.gov <http://www.fda.gov>) As first responders, police officers need access to these devices in the occurrence of a lifesaving event.

The approximate value of each of the Philips Heart Start FRx Defibrillators is between $825.95 and $1,706. AEDGrant.com reaches out to public and private entities and requests donations to make these devices available. They also work with the manufacturer for donations.

In approximately three fiscal years, we would need to replace the batteries and the pads for these AED's. The cost of the batteries is currently $169.00 each and the pads are currently $56.00 each.

Upon award of the grant, a future agenda item will be brought to City Council to budget for the acceptance of the grant award amount and the related expenditure. Depending on the amount of

units donated and the cost of each unit, the grant amount could be anywhere from $35,515.85 - $73,358. There are no matching funds required for this grant.

STRATEGIC PLAN CONNECTION:

Operational

BUDGETARY IMPACT:

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

There is no budget impact at this time.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council approval to apply for forty-three Philips Heart Start FRx Automated external defibrillators (AEDs) through AEDGrant.com.

AEDGrant.com AED Grant Application

I am a: ■ Public or Private Entity ☐ Organization ☐ Individual (only fill out appropriate fields)

Grant Application Contact Name (admin, staff, etc.): Susan L. Lambert Phone: 321-637-6305

Email: slambert@cocoapolice.com Fax: 321-637-6353

Street Address: 1226 W. King Street Apt / Suite: _____

City: Cocoa State: FL Zip Code: 32922

Proposed # of AEDs: 43 **Preferred AED Brand:** Philips Heart Start FRX

How did you hear about AEDGrant.com? (check one, and then write which agency, safety instructor, etc. referred you)

☐ Government Agency ☐ Safety Instructor ☐ AED Manufacturer ☐ Search Engine **Please be specific:** IACPnet.com

Agency / Institution Information — (answer only if applicable)

Entity Name: City of Cocoa Police Department Affiliation: ■ City ☐ County ☐ State ☐ None

Safety Manager Name: Aland Valbrun Phone: 321-433-8440

Email: avalbrun@cocoafl.org # of Staff: 400 Year Established: 1895

Estimate the total number of...

People your organization serves daily: 19,000 Buildings / Offices of your business: 1 Employees: 96

1. Does your agency/institution currently own an Automated External Defibrillator? ■ Yes ☐ No If yes, how many: 27
2. Does your agency/institution currently have an Emergency Medical System activation protocol for Sudden Cardiac Arrest (SCA) emergencies occurring at your locations? ■ Yes ☐ No If no, will you add AEDs to the protocol? ☐ Yes ☐ No
3. Would your agency be interested in CPR & AED training that could be performed at your facility? ☐ Yes ■ No
4. Will your agency/institution obtain a physician's prescription for use of any/all AEDs purchased? ☐ Yes ■ No
5. Will your agency/institution provide for medical oversight of its EMS/AED program/protocol? ■ Yes ☐ No
6. Will your agency notify local EMS of AED(s) placement? ■ Yes ☐ No
7. Will your agency/institution provide local EMS with all save / save attempt data? ■ Yes ☐ No

I agree to the AEDGrant.com online terms and conditions. Submitting this application in no way obligates me to participate. I have read the "About the Program" page @ www.AEDGrant.com

Agency / Institution Contact Signature _____ Date _____

Medical Director Signature (optional) _____ Date _____

Application Submission
Mail: 2603 Industry Street
Oceanside, CA 92054
Fax: (760) 944-2959
Email: Review@AEDGrant.com
Questions? Call 888.228.6694



PHYSIO CONTROL ZOLL defibtech PHILIPS HeartSine®

ABOUT THE GRANT...
The Grant AED Packages change periodically. Currently we have several Special Grant Packages with the Corporate Grant Buy Down...

Individuals, Organizations, Public and Private Institutions can all obtain these entire AED Packages for a fraction of the normal retail price!
Grant offers subject to change at any time...
See more @ www.AEDGrant.com

The AEDGrant.com program is constantly changing & improving...
See current offers online, or simply submit your Application, you will receive all current AED Funding options for which you qualify upon your Grant Approval!
Remember:
1. Applying for the **www.AEDGrant.com** Corporate Buy Down Grant Funding **in NO WAY obligates you to participate**.
2. Individuals, as well as Public & Private Organizations/Groups, may **ALL** qualify for this Manufacturer Sponsored Corporate Buy Down Grant Program.
3. **FREE** Prescriptions are now Available with your Grant Approval!

ATTACH ANY ADDITIONAL INFORMATION YOU WOULD LIKE US TO CONSIDER ON A SECOND PAGE

Cocoa Police Department
Interoffice Memo

TO: **AEDGrant.com**

FROM: **Susan L. Lambert, CAP-OM, Administrative Assistant**

DATE: **August 4, 2021**

SUBJECT: **AED Grant**

The purpose of our request for forty-three Philips Heart Start AEDs is so that we may be able to have an AED available to every sworn officer that may be required to respond to a potentially lifesaving call where the AED could make a difference.

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Susan L Lambert	**PROJECT MANAGER:** Patrick Dovale
NAME OF GRANT: AEDGrant.com Grant Buydown Program	
CFDA#/CFSA#: N/A	**FUNDING AGENCY:** Private Foundation
AMOUNT REQUESTED: $ 73,358.00	**GRANT DUE DATE:** 09/07/2021

PROJECT DESCRIPTION:

The PD Would like to apply for 43 Phillips Heart Start FX AEDS for the Police Department. This will enable each sworn officer to have access to one in the occurrence of a lifesaving event.

The estimated costs for each AED is $1,706.

MATCH REQUIRED: - **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 08/24/2021
REIMBURSEMENT GRANT: -	**REIMBURSEMENT SCHEDULE:** N/A

WHAT ARE THE REPORTING REQUIREMENTS?

There are no reporting requirements. However, the language on the website makes it appear that the possibility of not receiving full funding for the AED's exists. If awarded, there may indeed be a match cost required. It is not clear if the grant is reimbursement or if they provide the equipment to you as the Firehouse Subs grants do.

FUTURE REQUIREMENTS TO CONSIDER:

AED Replacement pads and batteries are due every 3 years. Batteries are currently $169.00 each and pads are $56 each.

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	21-548	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/10/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2021 through September 30, 2022, with an estimated annual premium of $188,626, pending approval of the FY2022 budget. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa WC Excess Quote FY22_Redacted.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 11, 2021
Agenda Date: August 24, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2021 through September 30, 2022, with an estimated annual premium of $188,626, pending approval of the FY2022 budget.

BACKGROUND:

The City has been insured for our excess workers' compensation coverage with Safety National Casualty Corporation through Re-Ex Insurance Brokers, LLC since October 1, 2012. The current policy expires September 30, 2021. Excess coverage is designed to protect our City from "unexpected" high-cost Workers' Compensation claims. The current policy includes "statutory" limits (unlimited), specific retention of $600,000, and a rate of $0.7512 per $100 of payroll. The City is self-insured up to the specific retention amount on all claims. Once a claim reaches this threshold, the claim is paid by the excess carrier.

The City has been with Safety National since October 2011. Since 2017, the City has renewed with two-year policy terms. However, due to the risk the carrier takes with a two-year renewal, there are several conditions in the policy that that have to be met to honor the second year of renewal. For the Fiscal Year 2021 policy renewal last year, the City had one large incurred Workers' Compensation claim that had triggered a change in policy premium for the excess renewal.

Re-Ex solicited quotes with multiple carriers for policy renewals with the goal to maintain or reduce

the specific retention amount lower than $600,000. The majority of the solicited carriers have a higher minimum retention, which would be a higher risk to the City. The lowest bidder was again Safety National who presented a renewal option of $600,000 retention with the rate of $0.7950 per $100 of payroll. This represents a 5.83% increase versus the $0.7512 rate from the previous year. This rate increase can be contributed to the existing high heart claim, along with the current COVID-19 exposures, increased medical costs and low interest rates. Other quotes received were much higher with a higher claim retention rate of $750,000. Staff recommends this renewal with the $600,000 because for the small premium increase, it is worth the benefit of the lower retention for the lower risk.

The attachment provides details of the Excess Workers' Compensation proposals presented by Re-Ex Insurance Brokers. This is an estimate of premium based on payroll estimates. An audit is done at the end of the fiscal year once payroll numbers are final and then the premium is trued up. In the previous audit done it was determined our estimated payroll for the previous policy period was overestimated, which means the City is expected to receive a return of premium at the end of this year.

STRATEGIC PLAN CONNECTION:

Renewal of the policy through Safety National will provide Financial Stability to our self-insured Workers' Compensation fund, and will allow the City to control expenses.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$188,626
Account Number	520-1801-513.31-00
Account Name	Professional Services

Pending approval of the FY2022 budget.

PREVIOUS ACTION:

The City Council, at its August 26, 2020 meeting, approved a revised policy renewal with Safety National Casualty Corporation for the period of October 1, 2020 through September 30, 2021.

The City Council, at its August 28, 2019 meeting, approved a two-year policy with Safety National Casualty Corporation for the period of October 1, 2019 through September 30, 2021.

RECOMMENDED MOTION:

Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2021 through September 30, 2022, with an estimated premium of $188,626, pending approval of the FY2022 budget.

CITY OF COCOA
EXCESS WORKERS' COMPENSATION QUOTE
8/4/2021

	Current Program	Current Program with Updated Payrolls	Renewal Option
Estimated Annual Total Payroll	**$23,461,423**	**$23,726,836**	**$23,726,836**
Estimated Annual Manual Premium	$715,873	$643,153	$643,153
Policy Term	2 years	1 year	1 year
Specific Retention	**$600,000**	**$600,000**	**$600,000**
Specific Limit W.C.	Statutory	Statutory	Statutory
E.L.	$1,000,000	$1,000,000	$1,000,000
Rate (per $100 of Payroll)	**0.7512**	**0.7512**	**0.7950**
Annual Policy Premium	**176,242**	**178,236**	**188,628**
Minimum Policy Premium	$158,618	$160,412	$169,765
Carrier	Safety National Casualty Corporation	Safety National Casualty Corporation	Safety National Casualty Corporation
Carrier's A.M. Best Rating	**A++, XV**	**A++, XV**	**A++, XV**

Notes

1. Renewal option from Safety National includes the same limits and SIR as expiring at a 5.8% rate increase.
2. The primary reasons for the rate increase are the [redacted] claim (3/17/16) along with the current covid19 exposures, increased medical costs and low interest rates.

Other Markets:

1. **Midwest** quoted 2 options: $750,000 SIR at $161,010 and $850,000 SIR at $148,340. They are unable to offer a $600,000 SIR due to loss history and 5 new large losses opened in the last year.
2. **Arch** declined to quote due to the $2,000,000/$1,000,000 SIR minimum on all municipalities in Florida.
3. **Star** was not approached due to no interest in the account.
4. **Travelers** was not approached due to the City's TPA not being a nationally approved TPA.
5. **ACE** was not approached due to their minimum SIR for police and fire being $1,000,000.

City of Cocoa

Loss Information As of 6/30/21

Loss Summary:

Policy Period	Open Claims	Closed Claims	Total Paid	Total Reserved	Total Incurred	Valuation Date
10/1/20-21	20	25	177,293	487,191	664,484	6/30/21
10/1/19-20	6	49	414,845	165,146	579,991	6/30/21
10/1/18-19	2	46	279,484	56,646	336,130	6/30/21
10/1/17-18	1	47	816,861	5,894	822,755	6/30/21
10/1/16-17	0	51	572,445	-	572,445	6/30/21
10/1/15-16	1	69	1,047,283	119,510	1,166,793	6/30/21
10/1/14-15	0	55	444,313	-	444,313	6/30/21
10/1/13-14	0	55	400,258	-	400,258	6/30/21
10/1/12-13	0	52	473,248	-	473,248	6/30/21
10/1/11-12	0	52	676,444	-	676,444	6/30/21
10/1/10-11	0	55	803,222	-	803,222	6/30/21

Legislation Details (With Text)

File #:	21-542	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/6/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Approve for City Manager to Negotiate Contract to Award Bid No. 21-21-COC to Lord & Company, Fort Mill, South Carolina for the Upgrade of Lift Station SCADA RTU Panels, Project No. WS21LS; To Approve as a Multi-year Contract from FY2021 through FY2025; Pending Approval of FY22 through FY25 Budgets. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Summary B-21-21-COC.pdf Master Bid Tabulation Sheet FINAL B-21-21-COC.pdf Lord & Company Bid ITB-B-21-21-COC.pdf Bid B-21-21-COC Price Schedule (Revised).pdf B-21-21-COC Jerry Sellers Lift Station RTU Panel Upgrades .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	August 4, 2021
Agenda Date:	August 24, 2021
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:
Approve for City Manager to Negotiate Contract to Award Bid No. 21-21-COC to Lord & Company, Fort Mill, South Carolina for the Upgrade of Lift Station SCADA RTU Panels, Project No. WS21LS; To Approve as a Multi-year Contract from FY2021 through FY2025; Pending Approval of FY22 through FY25 Budgets

BACKGROUND:

In FY2020, fifty (50) lift station SCADA RTU panels were identified by the Sewer Field Operations staff as needing an upgrade. This is due to the out-of-date existing MOSCAD L system and that the replacement parts are no longer available.

Bids for the subject offering were opened on July 8, 2021, at 3:00 p.m. Purchasing sent out three thousand, two hundred ninety-five (3,295) invitations and notifications to bid, and received seven (7) responses from forty-seven (47) plan holders. The apparent low bidder is Lord & Company of Fort

Mill, South Carolina, for a total amount of $645,075.01 over a five-year period.

Staff recommends the approval of Bid No. 21-21-COC in order to proceed with the systematic replacement over a five-year period of the lift station SCADA RTU Panels. The amounts listed below will be included in each of the FY22 through FY25 Adopted Budget to be approved by City Council.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, CP-UT-21-LS
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested FY2021:	$121,396.61
Amount Requested FY2022:	$125,205.80
Amount Requested FY2023:	$129,015.00
Amount Requested FY2024:	$132,824.20
Amount Requested FY2025	$136,633.40
Total 5-Year Amount:	$645,075.01

Account Number:	421-4125-536.64-15, WS21LS
Account Name:	IT Machinery & Equipment
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Bid No. 21-21-COC with Lord & Company, Fort Mill, South Carolina for the Upgrade of Lift Station SCADA RTU Panels, Project No. WS21LS; To Approve as a Multi-year Contract from FY2021 through FY2025; Pending Approval of FY22 through FY25 Budgets.

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Utilities - WFO

From: Rebecca Bowman, Finance Director RB

Date: July 9, 2021

Re: **ITB # 21-21-COC Jerry Sellers WRF Lift Station RTU Panel Upgrades**

Bids for the subject offering were opened on **July 8, 2021** at 3:00 p.m. Purchasing published **(3,295)** invitations and notifications to bid, **(00)** supplemental suppliers and received **(07)** responses from **(47)** plan holders for this bid. Of the **(7) respondents** the following were found to be:

THE APPARENT LOW BIDDER IS:

1. **Lord & Company - $645,075.01**
2. Turbine Technology Services - $676,405.00
3. EnGlobal Government Service, Inc.- $994,412.05
4. CC Control Corp. - $862,624.00
5. Barney's Pumps Inc. - $778,900.00
6. ControLogix, LLC - $774,365.01, Disqualified due to incomplete submittal.
7. Keltour US Inc. - $614,790.50, Disqualified due to incomplete submittal.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Execute Form of Agreement
- ➔ Prepare agenda item and prepare contract if necessary, for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal and Agenda
  - Bid Tabulation Sheet
  - Form of agreement
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Please complete the attached Notice of Award and return to Purchasing & Contracts Division

CITY OF COCOA

MASTER TABULATION SHEET

Jerry Sellers WRF Lift Station RTU Panel Upgrades

ITB 21-21-COC

ITB Final Tabulation

Due: July 8, 2021 3:00PM (ET)

Note: The Tabulation Sheet is used to document the screening of bid / proposal pricing, material and immaterial contents. Results of the the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

VENDOR	Total Base Bid (Year 1-5)				Total Accumulated Bid
Keltour US Inc. 71 Mid Cape Terrace, Suite 1 Cape Coral, FL 33991 Disqualified due to incomplete submittal.	Year 1:	$ 122,608.10	Freight:	$ 350.00	$ 122,958.10
	Year 2:	$ 122,608.10	Freight:	$ 350.00	$ 122,958.10
	Year 3:	$ 122,608.10	Freight:	$ 350.00	$ 122,958.10
	Year 4:	$ 122,608.10	Freight:	$ 350.00	$ 122,958.10
	Year 5:	$ 122,608.10	Freight:	$ 350.00	$ 122,958.10
				Grand Total:	**$ 614,790.50**
ControLogix, LLC dba CLX Engineering 361 S. White Cedar Road Sanford, FL 32771 Disqualified due to incomplete submittal.	Year 1:	$ 139,327.22	Freight:	$ 813.33	$ 140,140.55
	Year 2:	$ 146,293.58	Freight:	$ 854.00	$ 147,147.58
	Year 3:	$ 153,608.26	Freight:	$ 896.70	$ 154,504.96
	Year 4:	$ 161,288.67	Freight:	$ 941.53	$ 162,230.20
	Year 5:	$ 169,353.11	Freight:	$ 988.61	$ 170,341.72
				Grand Total:	**$ 774,365.01**
Barney's Pumps, Inc. P.O. Box 3529 Lakeland, FL 33802	Year 1:	$ 146,700.00	Freight:	$ -	$ 146,700.00
	Year 2:	$ 151,100.00	Freight:	$ -	$ 151,100.00
	Year 3:	$ 155,650.00	Freight:	$ -	$ 155,650.00
	Year 4:	$ 160,300.00	Freight:	$ -	$ 160,300.00
	Year 5:	$ 165,150.00	Freight:	$ -	$ 165,150.00
				Grand Total:	**$ 778,900.00**
CC Control Corp. 5760 Corporate Way, Suite 100 West Palm Beach, FL 33407	Year 1:	$ 160,026.00	Freight:	$ 750.00	$ 160,776.00
	Year 2:	$ 164,692.00	Freight:	$ 750.00	$ 165,442.00
	Year 3:	$ 171,343.00	Freight:	$ 750.00	$ 172,093.00
	Year 4:	$ 178,226.00	Freight:	$ 750.00	$ 178,976.00
	Year 5:	$ 184,587.00	Freight:	$ 750.00	$ 185,337.00
				Grand Total:	**$ 862,624.00**
Lord & Company 2100 Carolina Place Dr. Fort Mill, SC 29708-6983	Year 1:	$ 121,396.61	Freight:	$ -	$ 121,396.61
	Year 2:	$ 125,205.80	Freight:	$ -	$ 125,205.80
	Year 3:	$ 129,015.00	Freight:	$ -	$ 129,015.00
	Year 4:	$ 132,824.20	Freight:	$ -	$ 132,824.20
	Year 5:	$ 136,633.40	Freight:	$ -	$ 136,633.40
				Grand Total:	**$ 645,075.01**

VENDOR	Total Base Bid (Year 1-5)				Total Accumulated Bid
Turbine Technology Services 12661 Challenger Parkway, Suite 250 Orlando, FL 32826	Year 1:	$ 125,600.00	Freight:	$ 550.00	$ 126,150.00
	Year 2:	$ 129,950.00	Freight:	$ 575.00	$ 130,525.00
	Year 3:	$ 134,500.00	Freight:	$ 605.00	$ 135,105.00
	Year 4:	$ 139,200.00	Freight:	$ 645.00	$ 139,845.00
	Year 5:	$ 144,100.00	Freight:	$ 680.00	$ 144,780.00
				Grand Total:	**$ 676,405.00**
EnGlobal Government Service, Inc. 2448 E. 81st Street, Suite 3300 Tulsa, OK 74137	Year 1:	$ 184,348.45	Freight:	$ 4,313.00	$ 188,661.45
	Year 2:	$ 190,800.65	Freight:	$ 4,463.96	$ 195,264.61
	Year 3:	$ 195,570.66	Freight:	$ 4,575.55	$ 200,146.21
	Year 4:	$ 199,482.08	Freight:	$ 4,667.06	$ 204,149.14
	Year 5:	$ 201,476.90	Freight:	$ 4,713.74	$ 206,190.64
				Grand Total:	**$ 994,412.05**

Lord & Company
INDUSTRIAL AUTOMATION
2100 Carolina Place Drive; Fort Mill, SC 29708
Tel: (803) 802- 0060 Fax: (803) 802- 0070
Website: www.lordandcompany.com

Locations
Fort Mill, South Carolina
Durham, North Carolina

csia CERTIFIED

City of Cocoa

Purchasing & Contracts Division

Solicitation Number: ITB-B-21-21-COC

Title: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

AFFIANT SIGNATURE

Walter Young
Typed Name of AFFIANT

Accounting Director
Title

The foregoing instrument was executed before me this 5th day of July, 2021, by Walter Young as Accounting Director of Lord & Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

WILLARD H WHITE JR
Notary Public, State of South Carolina
My Commission Expires Dec. 29, 2021

NOTARY PUBLIC
STATE OF South Carolina
MY COMMISSION EXPIRES: 12/29/21

WILLARD H WHITE JR NOTARY PUBLIC SOUTH CAROLINA

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
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Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. One Dated: 6/16/2021

Addendum No. Two Dated: 6/25/2021

Addendum No. Three Dated: 6/30/2021

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Bidder/Contractor Name:
Lord & Company

Mailing Address:
2100 Carolina Place Drive, Fort Mill, SC 29708

Telephone Number: 803-802-0060 Fax Number: 803-802-0070 E-mail Address:
wyoung@lordandcompany.com

_____ 56-2254045 FEIN:

Authorized Signatory Printed Name Walter Young

Accounting Director July 5, 2021

Title Date

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

Attachment "D" – (Not Applicable)
Bid Security Bond

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____
_____
~~as Principal, and,~~ _____
~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ OF _____;

A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").

SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.

_____ NOTARY PUBLIC _____

_____ STATE OF _____

MY COMMISSION EXPIRES: _____

Surety Name: _____ (Affix Surety's Corporate Seal Above)

Attorney in Fact for Surety Signature	Printed Name of Attorney in Fact	Florida Licensed Agent Signature	Printed Name of Licensed Agent	License Number

Surety Mailing Address: _____ Agent Mailing Address: _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Price Proposal:

Year	Quantity	Unit of Measure	Item Description	Unit Cost	Total Extended Cost
Year 1	0	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		$121,396.61
Year 2	10	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		$125,205.80
Year 3	10	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		$129,015.00
Year 4	10	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		$132,824.20
Year 5	10	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		$136,633.40

Grand Total: $645,075.01

Six Hundred Four-Five Thousand Seventy-Five dollars and 01/100 Dollars
(Grand Total Written in words)

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 five (5) consecutive years with two (2) options to renew this Contract for two (2) additional years, for a total of seven (7) years.

Bidder/Contractor Name: Lord & Company

Mailing Address: 2100 Carolina Place Drive, Fort Mill, SC 29708

Telephone Number: 803-802-0060 Fax Number: 803-802-0070 E-mail Address: wyoung@lordandcompany.com

Authorized Signatory

Walter Young
Printed Name

FEIN: 56-2254045

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Accounting Director — Title

July 5, 2021 — Date

STATE OF South Carolina COUNTY OF York

The foregoing instrument was executed before me this 5th day of July 2021, 2019, by

Walter Young as Accounting Director of Lord & Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

Willard H White Jr 209

NOTARY PUBLIC, State of South Carolina

WILLARD H WHITE JR
Notary Public, State of South Carolina
My Commission Expires Dec. 29, 2021

WILLARD H WHITE JR NOTARY PUBLIC SOUTH CAROLINA

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

Attachment "F" – N/A
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.					
2.					
3.					
4.					
5.					

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "G"- N/A
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
Lord & Company

Mailing Address:
2100 Carolina Place Drive, Fort Mill, SC 29708

Telephone Number: 803-802-0060 Fax Number: 803-802-0070 E-mail Address:
wyoung@lordandcompany.com

56-2254045 FEIN:

Authorized Signatory

Printed Name
Walter Young

Accounting Director
Title

Date

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "H"
Drug-Free Workplace Certification

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

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein is truthful and correct at the time of submission.

AFFIANT SIGNATURE

Walter Young
Typed Name of AFFIANT

Accounting Director
Title

STATE OF South Carolina
COUNTY OF York

WILLARD H WHITE JR NOTARY PUBLIC SOUTH CAROLINA

The foregoing instrument was executed before me this 5th day of July, 2021, by Walter Young as Accounting Director of Lord & Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

NOTARY PUBLIC, State of South Carolina

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

WILLARD H WHITE JR
Notary Public, State of South Carolina
My Commission Expires Dec. 29, 2021

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with Proposal/ITN, or Contract Number ITB-21-21-COC Jerry Sellers WRF Lift Station RTU Panel Upgrades.

This sworn statement is submitted by Lord & Company whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 56-2254045 of the individual signing this sworn statement: _____.

My name is Walter Young and my relationship to the above entity is Accounting Director.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-21-21-COC for RTU Panel Upgrades Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

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

D. **LOBBYING CERTIFICATION**

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

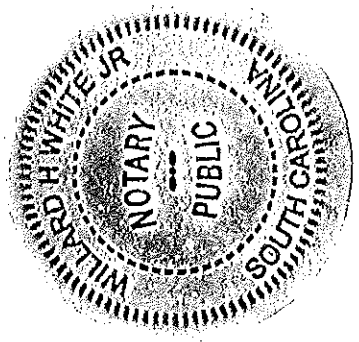
1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Walter Young
Typed Name of AUTHORIZED SIGNATORY

Accounting Director
Title



STATE OF South Carolina
COUNTY OF York

The foregoing instrument was executed before me this 5th day of July, 2021, by Walter Young as Accounting Director of Lord & Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

WILLARD H WHITE JR
Notary Public, State of South Carolina
My Commission Expires Dec. 29, 2021

NOTARY PUBLIC, State of South Carolina

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "J"
Organizational Information

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

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff as authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship	X	Other (Please specify) S--Corp
State of Incorporation	South Carolina				
Principal Place of Business (Enter Address)	2100 Carolina Place Drive, Fort Mill, SC 29708				
Federal I.D Number	56-2254045				

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: Lord & Company

Mailing Address: 2100 Carolina Place Drive, Fort Mill, SC 29708

Telephone Number: 803-802-0060 Fax Number: 803-802-0070 E-mail Address: wyoung@lordandcompany.com

Authorized Signatory — Walter Young Printed Name — FEIN: 56-2254045

Accounting Director Title — July 5, 2021 Date

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

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "K" – N/A
Proposed Schedule of Subcontractor Participation

☑ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: ITB-B-21-21-COC	
TITLE: JERRY SELLERS WRF LIFT STATION RTU PANEL UPGRADES		Total Project Amount: $	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service-Disabled Veteran

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Proposer/Contractor Name: Lord & Company

Mailing Address: 2100 Carolina Place Drive, Fort Mill, SC 29708

Telephone Number: 803-802-0060 Fax Number: 803-802-0070 E-mail Address: wyoung@lordandcompany.com

Authorized Signatory — Walter Young — Printed Name — FEIN: 56-2254045

Accounting Director — Title — July 5, 2021 — Date

STATE OF South Carolina
COUNTY OF York

The foregoing instrument was executed before me this 5th day of July 2021, 2019, by Walter Young as Accounting Director of Lord & Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

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NOTARY PUBLIC, State of South Carolina

WILLARD H WHITE JR
Notary Public, State of South Carolina
My Commission Expires Dec. 29, 2021

WILLARD H WHITE JR NOTARY PUBLIC SOUTH CAROLINA

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "L"
References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Newport News, VA Public Works Master Automation Project				
Type of Project/Service: Provided 160 Motorola ACE3600 RTU's for Sewage Pumping Stations				
Address: 513 Oyster Point Rd, Newport News, VA 23602				
Contracting Agency/Client: Newport News Public Works				
Contact Name and Phone #: James Young - 757-269-2700				
Contact Email Address and Fax #: jjyoung@nnva.gov				
Contract Amount: $4,213,415.00	Start Date:	2/8/2013	End Date:	5/6/2016
Project #2:				
Project Name: SCADA Additions & Improvements				
Type of Project/Service: Replacements, Upgrades and Additons to SCADA System for the last 20 years. Motorola ACE3600 RTU's				
Address: 220 Public Works Road, York, SC 29745				
Contracting Agency/Client: York County Public Works				
Contact Name and Phone #: David Hughes - 803-684-8520				
Contact Email Address and Fax #: david.hughes@yorkcountygov.com				
Contract Amount: Approx $1,700,000.00	Start Date:	2002	End Date:	2021
Project #3:				
Project Name: SCADA Additions & Upgrades				
Type of Project/Service: Motorola ACE3600 RTU's for monitoring water distribution sites				
Address: 155 Wylie Street, Chester, SC 29706				
Contracting Agency/Client: Chester Metropolitan District				
Contact Name and Phone #: Chad Byars - 803-385-5123				
Contact Email Address and Fax #: chadb@cmdcsd.com				
Contract Amount: 100K	Start Date:	2/2018	End Date:	5/2018
Project #4:				
Project Name: AUB Water Plant Improvements				
Type of Project/Service: Provided PLC Control Panels and RTU's for plant upgrades and additions				
Address: 100 New Englewood Road, Athens, TN 37303				
Contracting Agency/Client: Athens Utilities Board				
Contact Name and Phone #: Chad Wilson - 423-829-6363				
Contact Email Address and Fax #: cwilson@aub.org				
Contract Amount: 700K	Start Date:	2015	End Date:	2016
Project #5:				
Project Name: Operations Monitoring & Comm. System Upgrade				
Type of Project/Service: Provided PLC RTU's for monitoring remote water and wastewater system sites.				
Address: Stanly County, NC				
Contracting Agency/Client: Stanly County Utilities				
Contact Name and Phone #: Donna Davis - 704-986-3691				
Contact Email Address and Fax #: ddavis@stanlycountync.gov				
Contract Amount: $278,901.00	Start Date:	2017	End Date:	2018

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
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Attachment "M" – N/A
Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety-Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name: Lord & Company

Mailing Address: 2100 Carolina Place Drive, Fort Mill, SC 29708

Telephone Number: 803-802-0060 Fax Number: 803-802-0070 E-mail Address: wyoung@lordandcompany.com

Authorized Signatory

Walter Young FEIN: 56-2254045
Printed Name

Accounting Director
Title

July 5, 2021
Date

STATE OF South Carolina
COUNTY OF York

The foregoing instrument was executed before me this 5th day of July 2021, 2019, by Walter Young as Accounting Director of Lord & Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced Personally Known as identification.

WILLARD H WHITE JR
Notary Public, State of South Carolina
My Commission Expires Dec. 29, 2021

NOTARY PUBLIC, State of South Carolina

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "N"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: Lord & Company

Mailing Address: 2100 Carolina Place Drive, Fort Mill, SC 29708

Telephone Number: 803-802-0060 Fax Number: 803-802-0070 E-mail Address: wyoung@lordandcompany.com

Authorized Signatory

Walter Young FEIN: 56-2254045
Printed Name

Accounting Director
Title

July 5, 2021
Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "O"
E-Verify Contract Affidavit

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

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

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

Walter Young

Print Name: Walter Young

Date: July 5, 2021

STATE OF ~~FLORIDA~~ South Carolina
COUNTY OF York

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 5, 2021 (date) by Walter Young (name of officer or agent, title of officer or agent) of Lord & Company (name of corporation acknowledging), a South Carolina (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification.

Notary Seal Notary Public

WILLARD H WHITE JR
Notary Public, State of South Carolina
My Commission Expires Dec. 29, 2021

Name typed, printed or stamped

My Commission Expires: 12/29/21

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Price Proposal:

Year	Quantity	Unit of Measure	Item Description	Unit Cost	Total Extended Cost
Year 1	10 8/9/21	EA	RTU Panels per Spec Sheet dated 10/2017	$12,139.61	$121,396.61
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		
Year 2	10	EA	RTU Panels per Spec Sheet dated 10/2017	$12,520.58	$125,205.80
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		
Year 3	10	EA	RTU Panels per Spec Sheet dated 10/2017	$12,901.50	$129,015.00
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		
Year 4	10	EA	RTU Panels per Spec Sheet dated 10/2017	$13,282.42	$132,824.20
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		
Year 5	10	EA	RTU Panels per Spec Sheet dated 10/2017	$13,663.34	$136,633.40
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		

August 9, 2021

Grand Total: $645,075.01

Six Hundred Forty-Five Thousand Seventy-Five dollars and 01/100 Dollars
(Grand Total Written in words)

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 five (5) consecutive years with two (2) options to renew this Contract for two (2) additional years, for a total of seven (7) years.

Bidder/Contractor Name: Lord & Company

Mailing Address: 2100 Carolina Place Drive, Fort Mill, SC 29708

Telephone Number: 803-802-0060 Fax Number: 803-802-0070 E-mail Address: wyoung@lordandcompany.com

Authorized Signatory

Walter Young
Printed Name

FEIN: 56-2254045

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	**Solicitation Number: ITB B-21-21-COC**
	INVITATION TO BID (ITB)	**Due Date: July 8, 2021 @ 3:00PM**
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing Lift Station RTU Panels as described in this Invitation to Bid (ITB).

Summary of Project:

The City of Cocoa operates 58 Wastewater Lift Stations. Approximately 50 of those stations require an electrical/SCADA panel upgrade.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There is no Pre-Bid Meeting scheduled for this bid. Questions regarding this solicitation must be received in writing prior to the date and time as indicated in the solicitation schedule.

Questions regarding this solicitation must be received in writing at the address above no later than **Friday 06/25/21, at 5:00 PM.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: http://www.myvendorlink.com through VendorLink, LLC.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	**Solicitation Number: ITB B-21-21-COC**
	INVITATION TO BID (ITB)	**Due Date: July 8, 2021 @ 3:00PM**
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address. The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

SECTION 1 INTRODUCTION

The Sewer Field Operations division has the need to replace and upgrade the electrical/SCADA RTU panels at 10 lift stations per year over the next 5 years.

1.01 BACKGROUND

The City of Cocoa operates 58 Wastewater Lift Stations. Approximately 50 of those stations require an electrical/SCADA panel upgrade. Parts for the current panels are obsolete and no longer available. We have upgraded 7 panels to date.

1.02 MINIMUM QUALIFICATIONS- N/A

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

1.03 SCOPE OF SERVICES

The scope of this bid is to obtain materials required to build RTU panels per attached specifications for the upgrade of 10 lift station RTU panels per year over the next 5 years. The work will be completed in house by qualified City of Cocoa, Sewer FO staff. This bid is for purchase of the RTU Panels only.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	Tuesday, 06/08/21 at 8:00am EST
No Pre-Bid Meeting Scheduled	N/A
Deadline for Questions	Friday, 06/25/21 at 5:00pm EST
Bid Due Date and Time	Thursday, 07/08/21 at 3:00pm EST
Anticipated Notice of Intent to Award	July / August
City Council Approval of Contract	July / August

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

a. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

b. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

a. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

b. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

c. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

d. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

e. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

f. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

g. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 CONE OF SILENCE/LOBBYING

a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
b. A lobbying black-out period commences upon the issuance of this solicitation document.
c. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

d. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.08 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833, Ext. 8833
Email: purchasing@cocoafl.org

a. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.
b. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.
c. Any oral communications will not be authoritative and will not be binding on the City.
d. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.
e. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.09 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

a. All items contained in the bid must be in total compliance with the specifications of this solicitation.
b. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.10 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

a. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
b. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
c. The quality of performance of previous contracts or services including previous performance with the City;
d. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
e. Quality Control Program.
f. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
g. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
h. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
i. Such other information as may be relevant or secured.

2.11 BID FORMS/REPRODUCTION

a. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.
b. Reproduction: Please submit one (1) bound original, one (1) unbound copy, and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.12 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.13 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.14 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.15 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.16 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments, and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

a. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
b. A copy of a resolution listing the members of staff that are authorized signatories for the company.
c. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.17 PROPRIETARY INFORMATION

a. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
b. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.18 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

a. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
b. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
c. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.19 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.20 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (407) 262-7700, not later than seven (7) days prior to the date on which the accommodation is requested.

2.21 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., Local Time via phone at (321) 433-8833, Ext. 8833.

2.22 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form. Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.23 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.24 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.01 BID SECURITY BOND – (Not Applicable)

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

a. ~~The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

1. ~~The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
2. ~~In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
3. ~~The terms of the ITB Security Bond shall be:~~
   a. ~~The Bidder shall enter into an Agreement if awarded to the Bidder;~~
   b. ~~The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
   c. ~~To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~

d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest-bearing account, shall be retained by the City.

b. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

3.02 PERFORMANCE AND PAYMENT BONDS – (Not Applicable)

Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

a. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.

1. The Surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. The terms of the Payment and Performance Bond shall guarantee that:

   a. The successful Bidder shall assure faithful performance of this project;
   b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
   c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

b. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The

~~Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.~~

c. ~~Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.~~

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive, and responsible Bidder whose bid submittal meets the specifications.

The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.
2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs,

sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice to Proceed (NTP) or receipt of Purchase Order and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a

requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

a. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

b. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

c. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CMC, CITY CLERK, AT 321-433-8484, CSHEALY@COCOAFL.ORG, 65 Stone Street, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

a. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

b. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD ROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

a. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

b. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMNETAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Seminole County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 LOCAL BUSINESS TAX RECEIPT

Both the City of Cocoa and Seminole County require a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. The City's Community Development Department can assist you in obtaining the required Business Tax Receipt from both Seminole County and the City at the same time. Please contact the City's Community Development Department directly for information concerning this requirement at (321) 433-8509.

4.25 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.26 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.27 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.28 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

a. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

b. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.29 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.30 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.31 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.32 COMPLIANCE WITH ALL LAWS AND VENUE

Any contractual arrangement between the City and the successful Bidder shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal

governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.33 NEW PRODUCT

All products and materials provided under this bid shall be new and unused.

4.34 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.35 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.36 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more

than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.37 RIGHT TO CANCEL OR REJECT

a. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s)

by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

b. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

c. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.38 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.39 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.40 MATHEMATICAL ERRORS

a. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.

b. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event

bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.

c. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.

d. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.41 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given

bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.42 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.43 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.44 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.45 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more

Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.46 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.47 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.48 BIDDER'S SPECIFICATIONS AND NOT BIDDING

a. Each Bidder shall make accurate and clear statements in their bid response.
b. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.49 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.50 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.51 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.52 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.53 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.54 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.55 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.56 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.57 PROTESTS AND APPEALS

a. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

b. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.58 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.59 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.60 INSURANCE REQUIREMENT

a. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
b. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.
c. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.61 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.62 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project.

The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.63 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.64 INDEMNIFICATION

a. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

b. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.65 CHANGES, MODIFICATIONS AND WAIVER

a. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

b. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

c. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.66 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.67 TERMINATION

a. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

b. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

c. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

d. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.
2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages

   incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.68 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.69 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.70 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is

specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.71 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

a. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
b. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
c. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "A"
Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing & Contracts Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A BID FOR ITB-B-21-21-COC titled Jerry Sellers WRF Lift Station RTU Panel Upgrades for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:
_____ _____

_____

_____

Company Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

Attachment "B"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 Stone Street, Cocoa, Florida 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 2021, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES:_____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	**Solicitation Number: ITB B-21-21-COC**
	INVITATION TO BID (ITB)	**Due Date: July 8, 2021 @ 3:00PM**
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "D" – (Not Applicable)
Bid Security Bond

~~BOND NO:~~ _____

~~(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____
_____
~~as Principal, and,~~ _____
~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (180) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF_____, TO REPRESENT _____ _____OF _____ _____,~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF_____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~_____ NOTARY PUBLIC _____~~

~~_____ STATE OF _____~~

~~MY COMMISSION EXPIRES:_____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

~~_____ _____ _____ _____ _____~~

~~Attorney in Fact for Surety Signature | Printed Name of Attorney in Fact | Florida Licensed Agent Signature | Printed Name of Licensed Agent | License Number~~

~~Surety Mailing Address: _____~~

~~_____~~

~~Telephone Number: _____~~

~~Fax Number: _____~~

~~Agent Mailing Address: _____~~

~~_____ _____~~

~~Telephone Number: _____~~

~~Fax Number: _____~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☜Failure to submit this form may be grounds for disqualification of your submittal☜~~

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "E"
Bid Price Schedule and Acceptance of Terms and Conditions

Price Proposal:

Year	Quantity	Unit of Measure	Item Description	Unit Cost	Total Extended Cost
Year 1	0	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		
Year 2	10	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		
Year 3	10	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		
Year 4	10	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		
Year 5	10	EA	RTU Panels per Spec Sheet dated 10/2017		
	1	SUM	Freight to 351 Shearer Blvd., Cocoa FL 32922		

Grand Total: _____

_____Dollars
(Grand Total Written in words)

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 five (5) consecutive years with two (2) options to renew this Contract for two (2) additional years, for a total of seven (7) years.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	**Solicitation Number: ITB B-21-21-COC**
	INVITATION TO BID (ITB)	**Due Date: July 8, 2021 @ 3:00PM**
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

_____ _____

Title Date

STATE OF _____COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, by

_____as_____of_____
____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "F" – N/A
Trench Safety Certification

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project more than 5-feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5-feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signatory Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "G"- N/A
Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address:
_____

_____ _____ FEIN:
_____

Authorized Signatory Printed Name

_____ _____

Title Date

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "H"
Drug-Free Workplace Certification

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

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

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

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

Attachment "I"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with Proposal/ITN, or Contract Number ITB-21-21-COC Jerry Sellers WRF Lift Station RTU Panel Upgrades.

This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

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

D. **LOBBYING CERTIFICATION**

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

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	**Solicitation Number: ITB B-21-21-COC**
	INVITATION TO BID (ITB)	**Due Date: July 8, 2021 @ 3:00PM**

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "J"
Organizational Information

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

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff as authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Bidder/Contractor Name:
_____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	**Solicitation Number: ITB B-21-21-COC**
	INVITATION TO BID (ITB)	**Due Date: July 8, 2021 @ 3:00PM**

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "K" – N/A
Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Solicitation Number: ITB-B-21-21-COC**	
TITLE: JERRY SELLERS WRF LIFT STATION RTU PANEL UPGRADES		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service-Disabled Veteran

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	**Solicitation Number: ITB B-21-21-COC**
	INVITATION TO BID (ITB)	**Due Date: July 8, 2021 @ 3:00PM**
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Proposer/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date
STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	**Due Date: July 8, 2021 @ 3:00PM**

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "L"
References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "M" – N/A
Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety-Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Proposer/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2019, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM

TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades

Attachment "N"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8486, or extension 8844**	**Solicitation Number: ITB B-21-21-COC**
	INVITATION TO BID (ITB)	**Due Date: July 8, 2021 @ 3:00PM**
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "O"
E-Verify Contract Affidavit

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

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

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

_____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

_____
[Notary Seal] Notary Public

_____
Name typed, printed or stamped

My Commission Expires: _____

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

	City of Cocoa | Finance Department | Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8486, or extension 8844	Solicitation Number: ITB B-21-21-COC
	INVITATION TO BID (ITB)	Due Date: July 8, 2021 @ 3:00PM
TITLE: Jerry Sellers WRF Lift Station RTU Panel Upgrades		

Attachment "P"
Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB-B-21-21-COC**

TITLE: **JERRY SELLERS WRF LIFT STATION RTU PANEL UPGRADES**

SOLICITATION DUE DATE: **07/08/21** TIME: **3:00pm Local Time**

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

APPENDIX A
City of Cocoa Florida Jerry Sellers WRF Lift Station RTU Panel Standards, Dated October 2017

"SEE ATTACHED"

Legislation Details (With Text)

File #:	21-503	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	7/15/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	City of Cocoa Parks Improvements and Concept Plans Presentation. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Parks Presentation 7-27-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2021
Agenda Date: August 24, 2021
Prepared By: Bryant Smith III, P.E., CFM, Director of Public Works/City Engineer
Through: Bryant Smith III, P.E., CFM, Director of Public Works/City Engineer
Requested Action:
None

BACKGROUND:

This is a presentation to demonstrate some of the recent improvements made by Brevard County Parks and Recreation within the District 4 City of Cocoa Parks and the proposed conceptual plans related to the City Funded Capital Improvements at various parks.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

None

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City of Cocoa Parks and Recreation Capital Improvements

July 27th, 2021

Recent District 4 Improvements

Provost Park West – Field Lighting



Recent District 4 Improvements

New Playgrounds

Juny Rios Martinez Park





Carl E. Anderson Park





Manor Park





Recent District 4 Improvements

- Travis Park Community Center Half to Full Court Conversion



Proposed District 4 Improvements

- Proposed Paving of the Don “Mo” Stradley Park parking lot (pending funding)



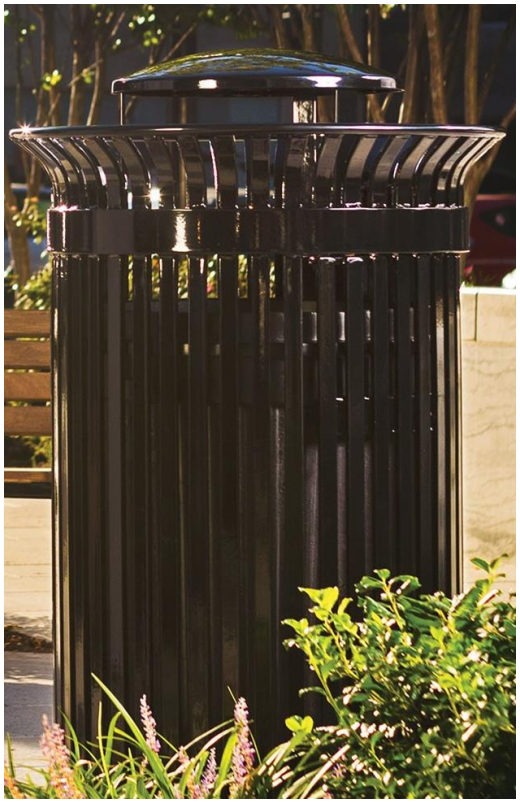
City Funded Improvements

- New Double-Sided Monument Signs with recycled plastic.



City Funded Improvements

- Matching Victor Stanley Benches, Trash Receptacles, and Bike Racks.





City Funded Improvements

- New low maintenance water fountains and picnic tables.





Carl E. Anderson Park – Restroom



RZK Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.636.6872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0009527

SUBMITTALS

ANDERSON PARK

PROJECT ADDRESS

DRAWING TITLE

CONCEPT AERIAL PLAN

DATE: 07-6-2021
JOB NO.: 2021.21
DRAWN BY: ZWICK
CHECKED BY:

DRAWING NO.:

CP-1.0

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COCOA FLORIDA

Fern & Prospect Park – Restroom



RZK Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0009527

SUBMITTALS

PROJECT ADDRESS

DRAWING TITLE

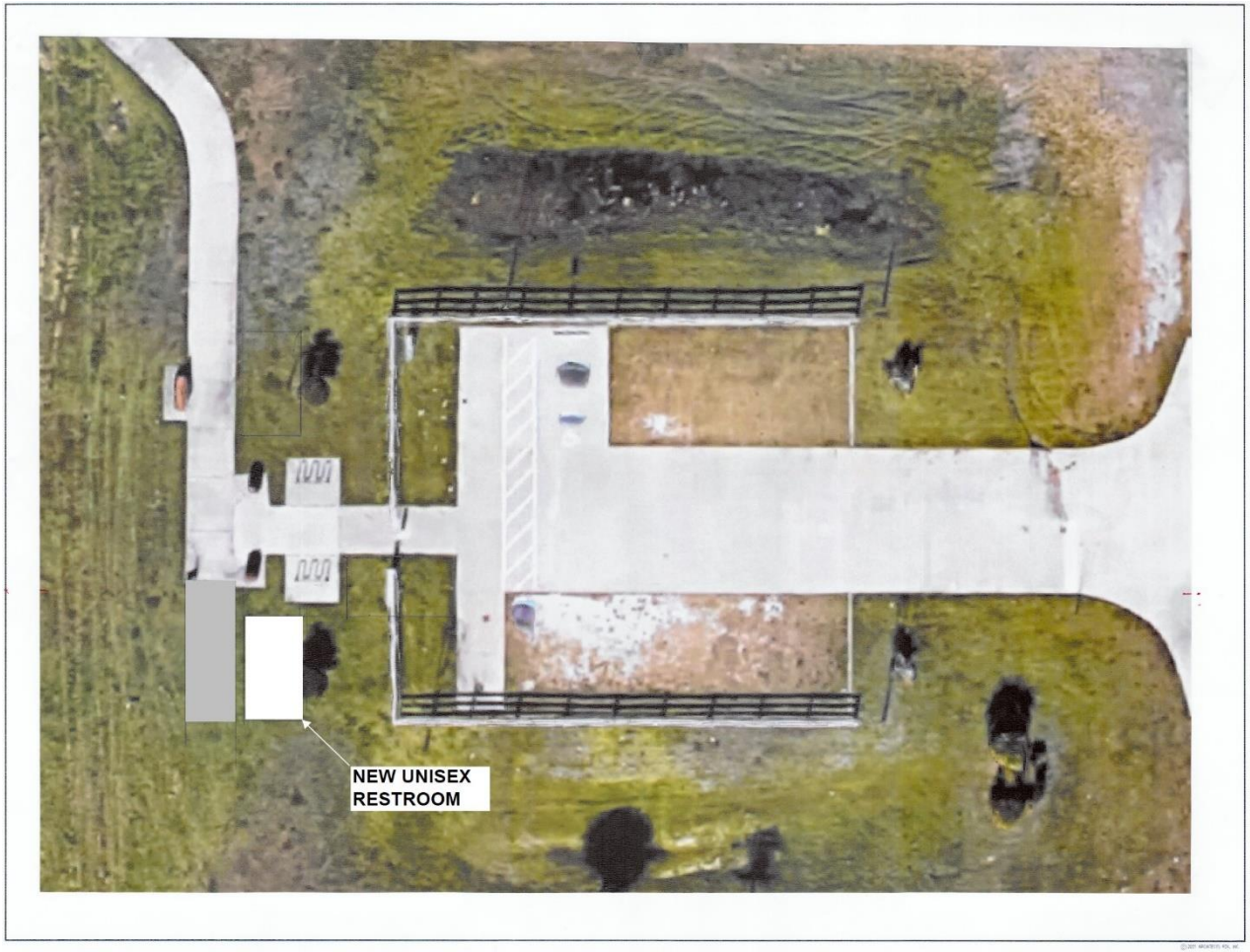
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JOB NO.:
DRAWN BY:
CHECKED BY:

DRAWING NO.:

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COCOA FLORIDA

Bracco Pond Park – Restroom



RZK
Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0008527

SUBMITTALS

BRACCO
POND
PARK

PROJECT ADDRESS

DRAWING TITLE:

CONCEPT
AERIAL
PLAN

DATE:	07-06-2021
JOB NO.:	2021.22
DRAWN BY:	ZWICK
CHECKED BY:	ZWICK

DRAWING NO.:

CP-1.0

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COCOA FLORIDA

Junny Rios Martinez Park – New Splash Pad & Pavilion



RZK
Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.9039
F 321.639.6872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0009527

SUBMITTALS

PROJECT ADDRESS

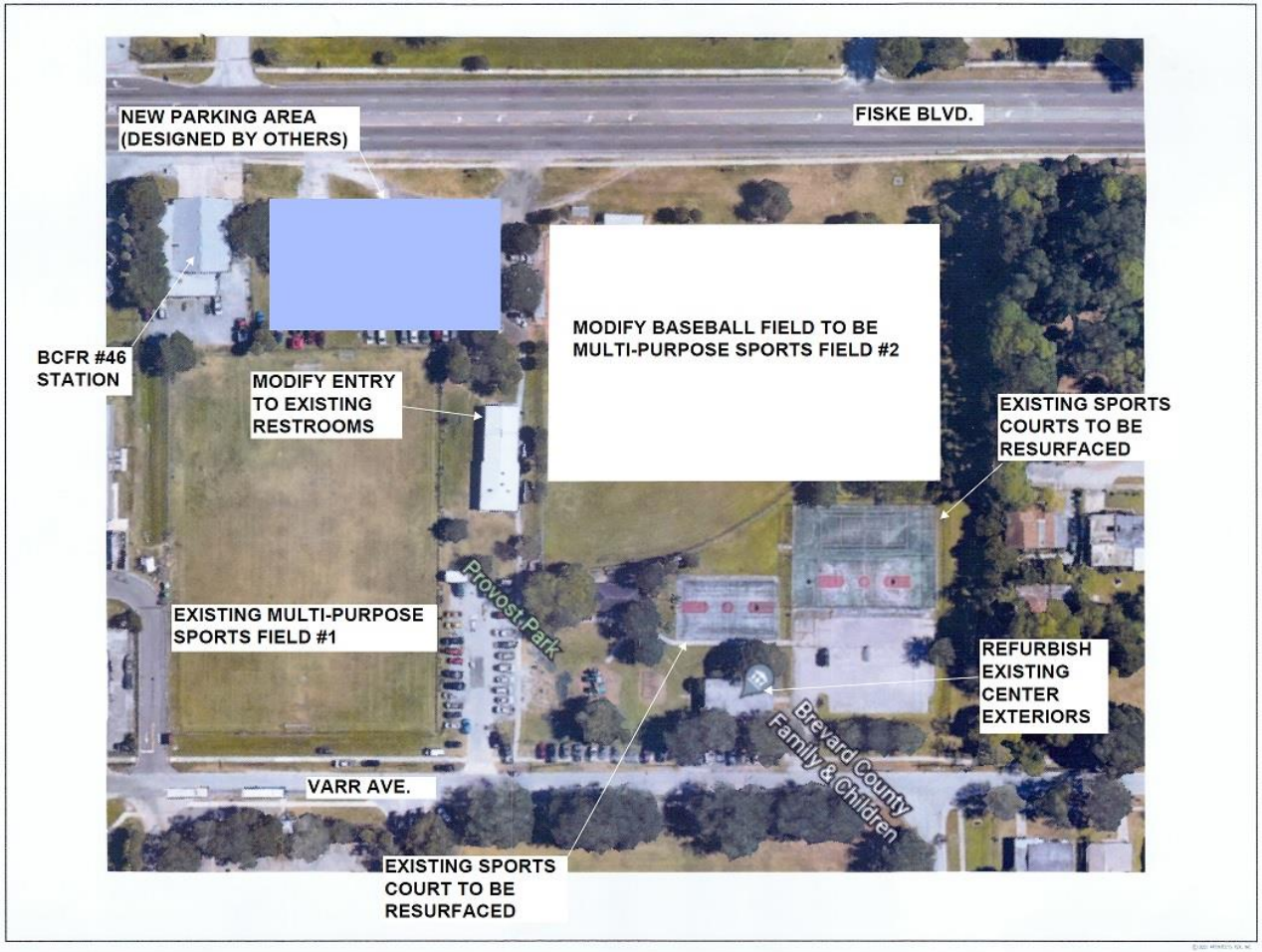
DRAWING TITLE:

DATE:
JOB NO.:
DRAWN BY:
CHECKED BY:
DRAWING NO.:

DESIGNED TO PRINT IN COLOR

COCOA FLORIDA

Provost Park Improvements



RZK
Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.639.8872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0009527

SUBMITTALS

PROVOST
PARK

DRAWING TITLE:
AERIAL
CONCEPT
PLAN

DATE: 07-06-2021
JOB NO: 2021.26
DRAWN BY: ZWICK
CHECKED BY: ZWICK

DRAWING NO.:
CP-1.0

DESIGNED TO PRINT IN COLOR

COCOA FLORIDA

Legislation Details (With Text)

File #:	21-537	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	8/3/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Review and select from the submitted artwork designs for the Public Street Art in front of the Historic Cocoa Village Playhouse.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	final Submissions for Council.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2021
Agenda Date: August 24, 2021
Prepared By: Samantha Senger, Asst to the City Manager/Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Review and select from the submitted artwork designs for the Public Street Art in front of the Historic Cocoa Village Playhouse.

BACKGROUND:

In May, 2021, staff presented the option to the Cocoa CRA to go out for public submissions on the design of a street art display in front of the Historic Cocoa Village Playhouse. A committee was formed comprising of Staci Hawkins-Smith from the Historic Cocoa Village Playhouse, Nancy Elliott from Historic Cocoa Village Main Street and Samantha Senger from the City of Cocoa to help establish design guidelines for the project. The CRA board also added criteria.

Design criteria included:

- The design cannot exceed 24’x17’
- Design submission must express the historic nature and character of the Village and the Historic Cocoa Village Playhouse
- There can be no words used in the art submission (signature of artist will be permitted with size and placement of signature determined by the CRA board)
- Design submission must be in the theme of the performing arts to tie into the Historic Cocoa Village Playhouse
- The colors of the design must be Cordova Burgundy (0116), Romantic Night (1138) with gold metallic and black and white accents

- It would be preferred that the piece be submitted electronically (pdf or eps file preferred) in a 1:1 scale but it can be converted if needed.

The project was posted and the call for design submissions went out in June. Submissions were due no later than Friday, July 16, 2021. We received ten different submissions, of which eight followed the design criteria listed. These submissions were also posted on the City's Facebook page from July 21-28, 2021 to get public input for the CRA Board's decision.

The selected design will be printed on a thermoplast material and installed on the street in the intersection directly in front of the Historic Cocoa Village Playhouse on Brevard Avenue.

On August 2, 2021, all eight designs were presented to the Cocoa CRA for consideration. The agency then chose three of the submissions to present before City Council for selection. Those entries are attached to this agenda.

STRATEGIC PLAN CONNECTION:

Street art adds to the aesthetics and physical image of Cocoa. It creates a sense of "place" by creating a unique place to visit, not just pass through, by improving the city's physical image.

BUDGETARY IMPACT:

None at this time. Once a design has been selected, a proposed cost estimate for design and installation will be presented to the Cocoa CRA.

PREVIOUS ACTION:

In May 2021, the CRA Board approved for a public street art design project to be placed in front of the Historic Cocoa Village Playhouse. Call for submissions was issued in June and submissions were due July 16, 2021. On August 2, 2021, the Cocoa CRA selected three designs to bring before Cocoa City Council for final approval.

RECOMMENDED MOTION:

Review and select from the submitted artwork designs for the Public Street Art in front of the Historic Cocoa Village Playhouse.


Laura

Legislation Details (With Text)

File #:	21-565	**Version:**	2	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	8/18/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Staff is presenting two existing City Code sections for Council's consideration and direction: (1) Sec. 6 -900 (b) (9), declaring it a public nuisance for any person to permit "a motor vehicle [to be] parked anywhere within the front or corner side yard area, except on city approved and permitted driveways;" and (2) Appendix A-Zoning, prohibiting fencing or walling vacant properties within residential zoning districts. (Interim Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 18, 2021
Agenda Date: August 24, 2021
Prepared By: Dennis Bunt, Code Enforcement Manager and
Alix Bernard, Interim Planning and Zoning Manager
Through: Charlene Neuterman, Interim Community Services Director
Assisted by: City Attorney
Requested Action:
Staff is presenting two existing City Code sections for Council's consideration and direction: (1) Sec. 6-900 (b) (9), declaring it a public nuisance for any person to permit "a motor vehicle [to be] parked anywhere within the front or corner side yard area, except on city approved and permitted driveways;" and (2) Appendix A-Zoning, prohibiting fencing or walling vacant properties within residential zoning districts.

BACKGROUND:

At the last City Council meeting (8/10/21), Staff was directed to conduct research and present to City Council for consideration and direction two existing provisions of the City Code:

1. **Public Nuisances (Parking within front or corner side yards).** Section 6-900 (b)(9) provides that it is a public nuisance for any person to permit "a motor vehicle [to be] parked anywhere within the front or corner side yard area, except on city approved and permitted driveways."

2. **Visual Screens - Fencing Vacant Residential Property Prohibited.** Article XIII, section 5(d) sets forth the general standards to be applied to fences and walls in a detailed table. With respect to

allowable fences and walls in residential zoning districts, the table expressly addresses residential zoning districts by heading and has historically been interpreted to only permit fences and walls when the subject property contains a principle dwelling unit or along the perimeter of subdivisions with 6 or more lots. In other words, fencing or walling vacant residential property is prohibited under the City Code unless a waiver is granted by the Board of Adjustment based on complying with standard and special criteria, or satisfying one of several very limited exceptions listed in section 5(e) of the City Code applies.

The **Board of Adjustment** special criteria for considering granting a waiver request include:

1. Safety concerning the subject property, adjacent properties, streets, alleyways and water bodies.
2. Visual impact on adjacent properties, streets, alleyways, and water bodies.
3. Design in relation to other structures on the same lot, adjacent properties and the neighborhood.
4. Impact on ingress and egress, if applicable.
5. Screening, buffering or separation of any nuisance or hazardous feature.
6. Compatibility with adjacent properties.

The current **exceptions** to prohibiting fencing vacant residential properties are listed in the Code and generally include:

1. Screening outdoor business operations;
2. City-owned property;
3. When farm animals are permitted;
4. Outdoor recreational facilities;
5. Publicly owned conservation area property;
6. Public easements and rights-of-way under limited conditions;
7. Temporary construction activities;
8. Special events; and
9. Trash enclosures.

In addition, in some special cases, the City has allowed certain property owners to execute a **fence agreement**, which was prepared by the City Attorney to address these special cases. Generally, the fence agreement allows a single property owner with two adjoining properties under the same ownership (one vacant and one with a dwelling unit) to erect a fence around the perimeter of the entire property as one property. The fence agreement is recorded against the property and the fence around the vacant property must be removed if the property owner conveys any one of the properties.

PUBLIC NUISANCES (PARKING WITHIN FRONT OR CORNER SIDE YARDS):

Section 6-900 (b)(9) is an important code enforcement tool to prevent public nuisances in residential areas. For example, it provides a degree of safety, maintains property values and protects the residential character and aesthetics of residential neighborhoods by preventing the negative effects of allowing unfettered and disorganized parking on lawns and other non-approved parking services.

In previous Code Enforcement cases, Code Enforcement has considered several factors in bringing cases before the Code Enforcement Board including:

- Length of time this code has been active
- Reasonable compliance and solutions
- Designs of Driveways and Non-Conforming Properties
- The adverse effect on neighboring properties throughout the city.



Parking on front lawns has been a problem throughout the city. The problems vary in degree from moderate to extreme violations. The code was created for prevent public nuisances throughout the city. Certain neighborhoods with small single car driveways have the biggest problem.







However, in some cases, there are reasonable solutions available to address this public nuisance problem if the owner needs additional parking including expanding an existing driveway or utilizing any available on-street parking.

With respect to driveway expansions, the property owner will be required to satisfy the minimum standards for design of off-street parking areas set forth in Appendix-A Zoning, Article XII, Section 3. For example, all off-street parking, maneuvering space and associated driveway aisles shall be paved with an asphalt, concrete or other surfacing approved by the city engineer, afford adequate drainage, and meet reasonably acceptable engineering specifications. All individual parking spaces shall be marked and designed, maintained and regulated in such a manner that no parking or maneuvering incidental to parking shall be on any public street, sidewalk, or alley, and so that any vehicle may be parked and unparked without moving another. A paved surface is defined under Article XII, Section 1 to mean “a hard surface consisting of concrete, bituminous asphalt, or similar surfacing material as approved by the city engineer.” Additionally, paved parking areas for single

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family and duplex homes are limited to a maximum of forty percent (40%) of the front yard. Article XII, Section 3(o). Driveways may also not be located within Five (5) feet of any property line and cannot exceed 26 feet in width, except in limited circumstances. Article XII, Section 3(b); Article XIII, Section 4.

Additionally, City Staff has previously discussed this matter with the City Attorney's Office in February of this year and the City Attorney Office indicated that other municipalities have adopted code provisions that allow residential property owners to construct designated parking areas on their property which are separate from driveways, but these designated parking areas are subject to special minimum standards for purposes of protecting the residential character of the neighborhood. The City Attorney's Office advised that a designated parking area provision could be tied into the existing driveway and paved material provisions of the City Code. However, the City Attorney's Office also advised further direction would be required by the City Manager and City Council if the City wanted to prepare and adopt similar designated parking area regulations for residential properties. Since discussing this matter with the City Attorney's Office, Staff has had internal discussion about potentially allowing an additional designated parking area on the short side yard of any existing/approved driveway.

Furthermore, the City Attorney has advised that the City Council should also seriously consider the potential negative impacts of the new Home-based business law adopted by the 2021 Florida Legislature which preempts municipal home rule. Section 559.955, Florida Statutes. Municipalities cannot enact or enforce any ordinance, regulation or policy to regulate home-based businesses in violation of the new law. Under the new law, municipalities must allow home-based businesses in residential dwellings so long as they meet the minimum statutory requirements. The new law does not define or place any limitations on the kind of businesses that will now be allowed to operate in residential dwellings so long as the employees that work at the business reside in the dwelling, except that up to a total of two additional employees or independent contractors who do not reside at the residential dwelling may also work at the business. The new law will potentially allow kinds of home-based businesses that customarily have not been allowed by local governments. The new law also allows the home-based business to engage in retail transactions in the dwelling unit.

Importantly, and relevant to the issue of parking at residential properties, Section 559.955(b) provides:

Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. ***Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence.*** *Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term "heavy equipment" means commercial, industrial, or agricultural vehicles, equipment, or machinery.*

In other words, whatever parking regulations the City adopts for residential areas in general will apply to home-based businesses. The City is no longer permitted to adopt specific more stringent parking regulations for home-based businesses. The new law may exacerbate parking problems in certain

residential areas with home-based businesses, and particularly, if the City Council authorizes the parking of vehicles on front yards, home-based business vehicles and customer vehicles will also be permitted to park in front yards.

Therefore, in light of the new home-based business law, the City Council must give even more special consideration before making any decision that relaxes the parking regulations applicable to residential areas.

Staff Recommendation:

City Staff recommends that Section 6-900 (b)(9) providing that it is a public nuisance for any person to permit “a motor vehicle [to be] parked anywhere within the front or corner side yard area, except on city approved and permitted driveways” be maintained. In other words, parking on front yards and other unpermitted areas should be prohibited.

However, if the City Council desires to explore the possibility of allowing additional approved parking areas on residential properties, Council should direct staff to evaluate and prepare an ordinance for Council’s future consideration allowing an additional designated parking area on the short side yard of residential properties subject to complying with appropriate minimum standards which will be determined during Staff’s evaluation.

VISUAL SCREENS - FENCING VACANT RESIDENTIAL PROPERTY PROHIBITED

For many years, the City, in consultation with the City Attorney’s Office, has interpreted Article XIII, section 5(d) to prohibit the fencing of vacant residential properties. In special cases, a fence can be erected on vacant residential properties if one of the above-mentioned exceptions exists or the Board of Adjustment grants a waiver if certain criteria are met. Moreover, in some situations, the City has worked with several property owners who own two adjoining properties under the same ownership (one vacant and one with a dwelling unit) to allow the erection of a fence around the perimeter of the entire property as one property by fence agreement. The fence agreement is recorded against the property and the fence around the vacant property must be removed if the property owner conveys any one of the properties thereby maintaining the integrity of the prohibition against fencing residential vacant property.

Typically, fences are an accessory structure to a principal use occupying the property. Fences, standing alone, are not an authorized principal use of property especially residential properties that are intended for dwelling units. In the context of residential properties, fences and visual screens are used to enhance an existing dwelling unit located on the property and to provide privacy and security to the owner or tenant occupying the dwelling unit. Allowing residential property owners to fence vacant properties without a corresponding existing dwelling unit and principal use runs counter to sound planning and zoning principles which are designed to protect the residential character of neighborhoods. Fencing of vacant residential properties can also lead to code enforcement issues such as encouraging illegal uses of land, creating outside storage issues, and encouraging other utilizations of land that are inconsistent with existing codes and the character of residential neighborhoods. In particular, City staff and the City Attorney’s office have historically had concerns with fencing of vacant residential property in the Heart of Cocoa, Consent Decree Area, which may conceal the illegal expansion of adjoining grandfathered commercial uses.

Staff Recommendation:

City Staff recommends that Article XIII, section 5(d) prohibiting the fencing of vacant residential properties remain in place “as is.”

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff is requesting direction regarding two existing Code provisions: (1) Sec. 6-900 (b) (9), declaring it a public nuisance for any person to permit “a motor vehicle [to be] parked anywhere within the front or corner side yard area, except on city approved and permitted driveways;” and (2) Appendix A-Zoning, prohibiting fencing or walling vacant properties within residential zoning districts.

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Legislation Details (With Text)

File #:	21-570	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Council Busines
File created:	8/20/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Approval of a Lease Agreement with Family Promise of Brevard, Inc. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Family Promise Cocoa Firehouse Lease (O3308322-4x9F8AD) CLEAN.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 20, 2021
Agenda Date: August 24, 2021
Prepared By: Stockton Whitten, City Manager
Through: City Manager's Office
Requested Action:
It is requested that the Council approve the attached lease agreement with Family Promise of Brevard, Inc.

BACKGROUND:

Family Promise of Brevard is a local Not for Profit Organization working to end homelessness in the county by collaborating with community partners to provide families the support and resources needed to put themselves on a path towards long-term housing stability. The mission is achieved through four core programs/services, Prevention, Shelter, Stabilization, and Community Initiatives. Family Promise has operated in Brevard since 2013.

Family Promise would like to relocate its primary operations to the City of Cocoa as Cocoa has the highest percentage of families below the ALICE threshold in Brevard County at 73 percent. ALICE families are those that are asset-limited, income-constrained, employed households that earn more than the Federal Poverty Level, but less than the area's basic cost of living. Family Promise is therefore requesting the long-term lease of city owned property located at 114 First Street, formerly Fire Station No. 1. The organization is proposing to make extensive renovations to the building to prepare it for their use. The following are some of the highlighted terms and conditions offered for the Council's consideration.

- The term of the lease is for a 15-year period with one additional five year renewal as elected

by Family Promise of Brevard. Rent is a nominal $1.00 per year.

- The Federal funding source utilized by Family Promise for renovations requires the use of the building as an emergency shelter for a 10-year period. If Family Promise defaults with regards to this requirement the City of Cocoa will be responsible for ensuring that requirement is met. A use restriction is required to be recorded against the City's property upon completion of the renovations and after the provision of shelter services has commenced, and will run for a 10-year period from that date.
- Consistent with the ten-year use requirement, the City cannot terminate for convenience prior to the expiration of the ten-year covenant period.
- Family Promise will utilize the building for general administrative and office purposes as well as program functions as outlined in section 5.1 of the lease agreement. As such the building cannot be utilized as an overnight shelter.
- Family Promise must substantially commence renovations of the building within one year of the Effective Date of the lease, complete the renovations within 18 months, and commence the provision of shelter services within 3 months of receiving a certificate of occupancy.
- The lease contains a 90-day inspection period, which allows Family Promise to make application for any zoning amendments and development approvals, such as site plan and building permit approval. If Family Promise is not successful in securing needed approvals, it may terminate the lease during the inspection period.

STRATEGIC PLAN CONNECTION:

This partnership identifies strategies and resources needed to address social and economic issues present in the city.

BUDGETARY IMPACT:

Family Promise will pay the City an annual rental fee of $1.00 and be responsible for all capital improvements to the building.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff recommends approval of the attached lease agreement

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FAMILY PROMISE OF BREVARD LEASE AGREEMENT
114 First Street (Former Cocoa Fire Station No. 1)

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021 by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**"), and **FAMILY PROMISE OF BREVARD, Inc.,** a Florida not for profit corporation, ("**Tenant**" or "**Family Promise**") whose present principal address is 3505 Murrell Road, Rockledge, FL 32955, (collectively the "**Parties**").

RECITALS:

WHEREAS, Family Promise's purpose is to end family homelessness in Brevard County by collaborating with the community to provide families support and resources they need to achieve long-term housing stability; and

WHEREAS, Family Promise provides services to certain program enrollees who include members of the general public in family units typically satisfying the "ALICE" threshold (i.e., asset-limited, income-constrained, employed households that earn more than the Federal Poverty Level, but less than the area's basic cost of living) in Brevard County; and

WHEREAS, Family Promise provides many services to families experiencing housing instability in Brevard County, including, without limitation, partnering with local houses of worship to provide emergency shelter for families, financial and educational resources and coaching, and rental and transportation assistance; and

WHEREAS, the City of Cocoa has the highest percentage of families below the ALICE threshold in Brevard County at 73 percent; and

WHEREAS, the City is the sole owner of the certain real property located within the City's municipal boundaries and having been assigned address is 114 First Street, Cocoa, Florida 32922, as is more particularly described in **Exhibit A** attached hereto and incorporated by this reference (the "**Property**"), upon which former Fire Station No. 1 is located and which has not been suitable for use as a firehouse but has been used, in part, solely for storage purposes; and

WHEREAS, Family Promise desires to lease a portion of the Property for purposes of relocating its primary operations to the City of Cocoa; and

WHEREAS, Family Promise desires, subject to the terms and conditions contained herein, to renovate certain portions of the Property to better enable it to carry out the uses permitted herein; and

WHEREAS, the City Council has determined that the operations of Family Promise serve an important public purpose, the services of which are available for the beneficial use

of public and, particularly, those of the most vulnerable families in the City of Cocoa; and

WHEREAS, in furtherance of the important public services offered by Family Promise, the City desires to lease and Family Promise desires to rent the applicable portion of the Property on the terms and conditions defined herein, and the Parties further desire to enter into this Agreement to memorialize their obligations, as well as their rights, duties, and liabilities relating to the rental of the relevant portion of the Property, as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the Parties agree has been exchanged and received, the Parties agree as follows:

Article 1 – Recitals. The foregoing recitals are true and correct in all respects and are incorporated herein verbatim.

Article 2 – Definitions. For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

"**Agreement**" or "**Contract**" or "Lease" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time by mutual written agreement by the Parties, which shall constitute authorization for the Tenant to lease the Premises described herein.

"**Landlord**" or "**City**" is the City of Cocoa, Florida, a Florida municipal corporation.

"**Effective Date**" shall be at 12:01 a.m. on _____, 2021. The Agreement shall not be effective against any party until said date.

"**Premises**" shall mean the portions of the Property leased to Tenant, which include, without limitation, the grounds and building of the former Fire Station No. 1, as such area is more particularly described and depicted on composite **Exhibit B**, incorporated by reference herein. The Premises shall specifically exclude: (1) that portion of the City's Property assigned Parcel ID No 24-36-33-01-*-34 that lies west of First Street; and (2)that area commonly referred to as the "roundhouse" located on the the portion of the City's Property assigned Parcel ID No 24-36-33-01-*-34 that lies east of First Street, as more particularly identified on Exhibit B.

"**Property**" shall mean and refer to those certain parcels of real property located within the City of Cocoa, Brevard County, Florida assigned Brevard County Parcel ID No's.: 24-36-33-01-*-31.01 and 24-36-33-01-*-34 of which the Premises is a part and which is more particularly described and depicted on Exhibit A.

"**Public Record**" is as described in Section 119.011(12), *Florida Statutes.*

"**Rent**" or "**Rental Amount**" or "**Nominal Rental Amount**" shall mean the monies paid to the City by the Tenant in accordance with Article 6 of this Agreement.

"**Family Promise**" or "**Tenant**" shall be used interchangeably and shall refer to

Family Promise of Brevard, Inc., a Florida not for profit corporation.

Article 3 – Inspection Period and Term of Agreement.

Section 3.1 Inspection Period. From the Effective Date and continuing until 11:59PM EST on the (90th) day thereafter (the "**Inspection Period**"), Tenant (together with its agents, contractors, and licensees) shall be permitted to enter the Property for the limited purpose of examining the Premises and conducting such tests and investigations (including reasonable intrusive and/or destructive testing) to determine the suitability for the Tenant's use as permitted hereunder. Tenant shall further be permitted, during the Inspection Period, to make application for and secure any and all necessary development approvals, site plan approvals, building permits, and other similar authorizations from any and all governmental and administrative agencies which may have jurisdiction over the Property as well as the financial support necessary to improve the Premises as Tenant desires (all such approvals and financial support, collectively, the "**Approvals**"). Should Tenant determine, in its sole but reasonable discretion, that the Property is not acceptable for its purposes, or should Tenant not be successful in acquiring all of its Approvals, then (in either case) Tenant shall have the right to terminate this Agreement by providing Landlord with written notice prior to the end of the Inspection Period of Tenant's intent to so terminate. Upon such termination, without the necessity of further action from either party, the parties' rights and obligations hereunder shall automatically cease and shall no longer have any force or effect; provided, however, Tenant shall (as applicable) be obligated to restore and repair any damage caused to the Property (returning the Property to a substantially similar condition to that which existed prior to the Tenant's entry) which damage resulted from Tenant conducting any of its inspections or investigations as permitted hereunder.

Section 3.2 Term. Subject to the Tenant's rights under the Inspection Period, the Term of this Agreement shall commence on the Effective Date and shall continue in force and effect for a fifteen (15) year period, thereafter, terminating on _____, 2036 at 11:59 p.m., or sooner as provided in this Agreement ("**Term**"). In addition, the Tenant may elect to renew this Lease for one (1) additional five-year renewal term upon providing the City notice of intent to renew at least ninety (90) days prior to the expiration of the initial Term, upon the same terms and conditions contained herein.

Article 4 – Lease of Premises. City does hereby lease, demise and let unto Tenant, and Tenant does hereby rent, lease, hire and take from City the Premises, to have and to hold during the Term, for the public purposes provided herein and subject to the terms and conditions of this Agreement.

City does hereby further grant to Tenant and Tenant's employees, agents, invitees and program enrollees a non-exclusive license to use the parking areas, sidewalks, driveways and such other areas located on the Property, except the portion of the Property assigned Parcel ID No 24-36-33-01-*-34 that lies west of First Street, as may be reasonably necessary for the use and enjoyment of the Premises as permitted hereunder.

Article 5 – Use of Leased Premises.

Section 5.1 – Use. The Premises shall be used and occupied by Tenant in the operation of its lawful trade or business in a safe, careful and proper manner, so as not to contravene any present or future governmental laws, rules, regulations, policies, procedures or orders.

Tenant shall use the Premises for general administrative and office purposes as well as for carrying out its program functions for the benefit of its program enrollees (consisting of families experiencing housing instability in Brevard County), which functions include, without limitation, the following (collectively, the "**Services**")

A. Coordinating with local non-profits and similarly focused organizations to provide offsite emergency shelter;
B. Providing onsite financial and educational coaching and related resources;
C. Providing rental and transportation assistance, which may include without limitation, the aggregation of program enrollees onsite for pickup by mass transit, taxi, or volunteer drivers and coordinating program enrollees' pickup of third party rental vehicles;
D. Providing temporary respite and meals and other related day-location services including, without limitation, access to and use of play areas, parking, laundry and shower facilities for its program enrollees;
E. Meeting with case management personnel for its programs and for partner agency collaboration;
F. Storing family belongings and donations for families moving into housing;
G. As a location for frequent life skills classes.

At this time, the City and Tenant expressly agree that the Premises shall not be used as an overnight shelter in any capacity. Should the Tenant wish to use the Premises for overnight sheltering purposes, Tenant shall be required to seek a written amendment of this Agreement from the City. Any variance of the uses permitted hereunder shall require the written consent of the City.

The Premises shall not be open to the public generally, but shall be made available to Tenant's staff, guests, and invitees, including those families satisfying the Tenant's program eligibility requirements, including background checks. Tenant shall conduct level one federal background checks of its shelter program applicants and enrollees, disallowing such parties to enter the Premises as Tenant may, in its sole but reasonable discretion, present a significant threat of bodily harm to other entrants on the Property.

Tenant's performance of the Services and continued operation of its non-profit business constitutes a material term and condition of this Agreement. Subject to applicable notice and opportunity for cure, the failure of the Tenant to perform the Services, as determined by the City, shall constitute a material default hereunder.

Section 5.2 – Nuisance. Tenant shall not cause or maintain any nuisance in or about the Premises and shall keep the Premises free of debris, rodents, vermin and anything of a dangerous, noxious, or offensive nature or which could create a fire hazard

(through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.

Section 5.3 – Unlawful or Dangerous Activity. Tenant shall neither use nor occupy the Premises or any part of the Premises for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct Tenant's business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful, disreputable, or ultra hazardous use, take action to halt such activity.

Section 5.4 – City Roundhouse. City hereby retains the right to use the area encircled on Exhibit "B" commonly referred to as the "Roundhouse" for municipal purposes. City may enter the Premises from time to time to access and use the Roundhouse. Tenant shall use commercially reasonable efforts to avoid disrupting or preventing the City's use of such area (including, without limitation, instructing all of Tenant's agents, employees, invitees and enrollees to keep such area unobstructed by vehicles or other property). City shall undertake commercially reasonable efforts in its use of the Roundhouse so as to not unreasonable disrupt the Tenant's use of the Premises.

Section 5.5 – Compliance with Law. Tenant's use of the Premises shall be in accordance with all applicable laws, rules, regulations, ordinances policies and procedures.

Article 6 – Rent and Consideration.

Section 6.1 – Annual Rental Amount. Tenant agrees to pay and the City agrees to accept One Dollar and 00/100 ($1.00) per year from the Tenant, due on the Effective Date and each anniversary thereafter during the Term as a nominal annual Rental Amount for the rental of the Premises. Tenant may pay the Rent in advance.

Section 6.2 – Submittal of Reports. At the time the Rental Amount is delivered to the City, Tenant shall further submit to the City a written report detailing the services offered in the previous year to the public, with an emphasis on data regarding the number of City of Cocoa residents served. Specifically, Tenant will provide a copy of the finalized Annual Service Report that is collected by Family Promise National Headquarters. Tenant will also provide data distilled from that report directly reflecting impact on residents of the City of Cocoa through Tenant's three programs of Prevention, Shelter, and Stabilization. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the impact of the Services performed within the municipal boundaries of the City or the manner in which they are being performed, the City may seek more detail from the Tenant.

Tenant shall use commercially reasonable efforts to bring about a positive impact on the City through its programs. The Parties acknowledge and agree, however, that forces outside of Tenant's control may adversely affect the impact of the efficacy of the programs. In any event, a less than desirable result in any given year during the Term as reflected in the Tenant's distillation of the Annual Service Report shall not be deemed a breach of this Agreement.

Section 6.3 – Sales tax. The amounts due as provided for above do not include sales tax, inasmuch as the Tenant, at the time of executing this Agreement, is a non-profit, tax-exempt corporation and thus provides that such sales tax is inapplicable. Should the Tenant lose its status as a non-profit, tax-exempt corporation, at any time during the Term of this Agreement, applicable sales tax shall be calculated and imposed as of the date which the Tenant no longer enjoys such status. The Tenant shall give notice to the City of any change in its non-profit, tax-exempt status within five (5) days thereof, for the purpose of calculation, imposition and payment of applicable sales tax.

Section 6.4 – Payments to the City – General. All amounts payable by the Tenant to the City under this Agreement, whether Rent, Security Deposit or any other payment, shall be payable when due, without deduction or set-off, in U.S. Dollars made payable to The City of Cocoa, Attention: Finance, at the address of, 65 Stone Street, Cocoa, Florida 32922, or to such other person or at such other address as City may from time to time designate in writing.

Section 6. 5 – Late Fee and Costs. The Tenant shall pay the City a late charge equal to ten percent (10%) of any payment amount if payment is not tendered within five (5) days of its due date. Such payment shall be submitted as described in Section 6.4 above. The Tenant shall indemnify the City against all costs and charges (including legal fees) lawfully and reasonably incurred in enforcing payment thereof, and in obtaining possession of the Premises after default of the Tenant or upon expiration or earlier termination of the Term of this Agreement, or in enforcing any covenant, proviso or agreement of Tenant herein contained.

Article 7 – Maintenance, Repair, Alterations and Renovations.

Section 7.1 – Maintenance, Repair and Replacement. The Tenant shall be responsible for and shall expeditiously maintain and repair the grounds, landscaping, and all improvements, buildings, structures and facilities of the Premises in their condition as they exist at the execution of this Agreement (or as renovated by Tenant), less reasonable wear and tear over the Term, except that the Tenant shall not be responsible for any maintenance costs associated with the City's Roundhouse. Maintenance, management, and operation of the Premises shall include, but not be limited to, cleaning, sweeping, resurfacing and restriping; cleaning and/or treating exterior surfaces and windows; repainting; repairs to buildings and improvements, including exterior walls, foundations, and HVAC systems; landscaping; repairing car stops; lighting, water, and other utilities; and other costs necessary in the City's judgment for the maintenance and operation of the Premises, and any other charges, costs, and expenses that arise during the Term of this Agreement. In the event of a partial or complete destruction of the Premises due to casualty loss, subsidence, natural disaster or other act of God, the Tenant may at its option and in its sole discretion repair the premises or terminate this Agreement as provided for in Article 17, below.

Section 7.2 – Alterations by the City. City may from time to time make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to serve the Premises; provided, however, that in so doing the City shall not disturb or interfere with the Tenant's use of the Premises and operation of its business any more than is reasonably necessary under the circumstances and shall repair any damage to the Premises caused thereby.

Section 7.3 – Renovation by the Tenant. The City acknowledges and agrees that it is necessary to renovate the Premises to accommodate the Tenant's intended use and that Tenant has arranged for contractors to perform a renovation of the Premises. Tenant shall be required to seek written approval from City prior to making the improvements, which may include site plan approval and shall for such purposes submit copies of all renovation plans to the City prior to commencing any construction ("**Approved Renovations**"). If approved, except as otherwise provided herein with respect to remediation efforts, Tenant shall pay the entire cost thereof, including cost overruns that are the result of unforeseen and unbudgeted conditions or events of force majeure. Tenant shall furnish or cause to be furnished all labor, materials, supervision, equipment and transportation and will provide, directly or through third parties, all functions necessary to carry out the Approved Renovations in accordance with the specifications and drawings approved by the City. Such functions shall include, without limitation, all engineering, design, make-ready work, installation, construction, and preparation of final As-Built drawings, which shall be promptly delivered to the City. The City shall require the Tenant or its contractor to furnish release of all liens from any unpaid work, labor, or materials with respect to the Tenant's, contractor's, or any subcontractor's performance under this Agreement, and/or receipt in full covering all work, labor, or materials for which a lien could be filed. In addition, the construction contractor and/or the Tenant shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in accordance with Florida Statutes for public construction contracts. The form of said indemnification shall be subject to approval of the City Attorney. Further, the construction contractor and/or the Tenant must provide current certificates of worker's compensation, general liability and automobile insurance as provided in the City's Financial Operations Manual. In performing the Approved Renovations, the Tenant, its contractors or subcontractors shall comply with all applicable federal, state and local laws, ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security. The Tenant specifically agrees that the City shall be granted access to the Premises to inspect the Approved Renovations prior to final payment being rendered to the contractor. The Tenant shall provide the City with at least five business days' notice prior to final payment being rendered for the Approved Renovations such that they may be inspected.

The construction contractor and/or the Tenant shall be required to post a one (1) year maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney.

The Tenant shall diligently pursue and receive building permits and substantially commence the Approved Renovations, which shall at minimum include building foundations and framing, within one (1) year of the Effective Date of this Lease. The Tenant further shall complete all Approved Renovations within eighteen (18) months of the Effective Date of this Lease and shall commence the provision of shelter services, as defined in Part 576, Subpart B of Title 24 of the Code of Federal Regulations, within three (3) months of receiving a Certificate of Occupancy for the Approved Renovations. If the Tenant fails to substantially commence or complete the Approved Renovations within the timelines provided herein, fails to commence the provision of shelter services within the timelines provided herein, or permanently abandons construction of the Approved Renovations, Tenant's actions shall constitute a material breach of this Lease and shall be cause for termination of the Lease and surrender of the Premises as further provided for herein. The Tenant may apply to the City Council for an extension of these timelines, which may be granted upon good cause shown.

The parties acknowledge and agree that the Tenant's performance of the Approved Renovations shall not constitute additional consideration due to the City hereunder nor are they the pith or purpose of this Lease.

Section 7.4 – Access by City. Upon reasonable advance written notice to Tenant (except in the event of an emergency repair, in which case notice may be orally given to Tenant), Tenant shall permit the City or the City's agents to enter the Premises at all reasonable hours, including outside normal business hours, and, during normal business hours where such will not unreasonably disturb or interfere with the Tenant's use of the Premises and operation of its business, to examine or inspect the Premises, to provide services, to make repairs, replacements, changes or alterations as set out in this Agreement and/or that the Tenant may neglect or refuse to make in accordance with the provisions of this Agreement, and to take such steps as the City may deem necessary for the safety, improvement or preservation of the Premises. The City shall, whenever possible, consult with or give reasonable notice to the Tenant prior to such entry, but no such entry shall constitute an eviction or entitle the Tenant to any abatement of Rent.

Section 7.5 – Other Alterations by Tenant. Notwithstanding the Approved Renovations described in Section 7.3, the Tenant may otherwise from time to time at the Tenant's own expense make changes, additions and improvements in the Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

A. Be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building or Premises, or change the purposes for which the building, or any part of the building, may be used; and

B. Comply with the requirements of any governmental authority having jurisdiction; and

C. Equal or exceed the then current standard for the building; and

D. Require the prior written consent of City, which shall not be unreasonably withheld and may be provided as an administrative function by the City Manager.

Should the Tenant make changes, additions and improvements without complying with the provisions of this Section, the Tenant shall be fully liable to the City to restore the Premises to the same or better condition that existed prior to the unauthorized changes, additions and improvements. If the Tenant fails to make the restorations within the time prescribed by the City, the City may, at its discretion, immediately terminate this Agreement, without penalty, and restore the Premises at the Tenant's sole expense.

Section 7.6 – Trade Fixtures and Personal Property. The Tenant may install in the Premises its usual trade fixtures and personal property in a proper manner, provided that no such installation shall interfere with or damage the mechanical or electrical systems or the structure of the building. If the Tenant is not then in default hereunder, trade fixtures and personal property installed in the Premises by the Tenant may be removed from the Premises:

A. From time to time in the ordinary course of the Tenant's business or in the course of reconstruction, renovation, or alteration of the Premises by the Tenant; and

B. During a reasonable period prior to the expiration of the Term;

provided that the Tenant promptly repairs at its own expense any damage to the Premises or building resulting from such installation and removal.

Section 7.7 –Mold; Hazardous Materials. The parties acknowledge that the Premises was historically used by the City as a fire station and that heavy equipment, hydrocarbons, chemicals and other potentially hazardous substances ("**Hazardous Materials**") may have been stored on the Premises. The parties further acknowledge that these Hazardous Materials could have contaminated the soil, buildings and/or ground water on or about the Premises. Therefore, in addition to Tenant's rights under the Inspection Period, Tenant, at its own expense, may conduct a Phase I Environmental Study during the Inspection Period. Tenant will provide the City with a copy of the Phase I Environmental Study report no later than three days after Tenant receives the report. If contamination is discovered on the Premises that must be remediated or reported under state or federal law, the Tenant, at its sole expense, shall conduct such remediation and/or testing or, should the expense of the remediation prove too costly in Tenant's sole discretion, Tenant may immediately terminate this Agreement.

Additionally, due to the age of the building the parties acknowledge that there is a possibility that undiscovered mold or hazardous building materials including, without limitation, asbestos or lead based paints may be present on the Premises. If

Tenant discovers mold or additional hazardous building materials during demolition or renovation construction that require removal and remediation, Tenant shall promptly report these findings to the City. The Tenant, at its option, shall remove or remediate the mold or hazardous building materials or, should the expense of the remediation prove too costly in Tenant's sole discretion, Tenant may immediately terminate this Agreement.

Article 8 – Taxes.

Section 8.1 – Tenant's Taxes. The Tenant shall pay on or before the last day on which payment may be made without penalty or interest, all applicable taxes, assessments, or other governmental charges that shall or may during the Agreement Term be imposed on, or arise in connection with the use of, the Premises or any part of the Premises including, but not limited to:

A. Florida state sales tax, if applicable, and all other applicable taxes, other than income taxes and taxes of a similar nature, due on rentals, including city, state, county and federal taxes that may be in effect from time to time; and

B. Operations at, occupancy of, or conduct of business in or from the Premises by or with the permission of the Tenant; and

C. Fixtures or personal property in the Premises which do not belong to the City; and

D. Rent paid or payable by the Tenant to the City for the Premises or for the use and occupancy of all or any part thereof, specifically including, but not limited to, applicable sales and /or use taxes imposed by any governmental authority having jurisdiction; and

E. It is the intention of the Parties that the rent specified in this Agreement is net rental, and the City shall receive such rent free from all taxes that are made payable by the Tenant.

Section 8.2 – Notice of Payment of Taxes. The Tenant shall, within seven (7) calendar days after the time provided for the payment of any applicable tax or other governmental charge by the Tenant, produce and exhibit to the City satisfactory evidence of the payment.

Article 9 – Utilities. Tenant shall be responsible for any and all utility charges, including, but not limited to, electrical, garbage, telephone, gas, cable, water and sewer charges for the Premises. All applications and connections for necessary utility services on the Premises shall be made in the name of Tenant only, with prior written consent of City.

Article 10 – Insurance.

Section 10.1 – Insurance Requirements of the Tenant relating to the Premises.

During the Term, the Tenant shall maintain at its own expense:

A. Flood insurance, fire insurance with extended coverage and water damage insurance in amounts sufficient to fully cover Tenant alterations and all property in the Premises which is not owned by City; and

B. Commercial General Liability or Business Owners' Liability insurance against claims for death, personal injury and property damage in or about the Premises, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Premises is located, but not less than One Million Dollars ($1,000,000.00) combined single limit, in respect of each occurrence. Coverage shall include:

i. Premises and Operation.
ii. Independent Contractors.
iii. Broad Form Property Damage.
iv. Broad Form Contractual Coverage applicable to this specific Lease, including any hold harmless and/or indemnification agreement.
v. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

C. Business property coverage for loss of alterations to the Premises and Tenant equipment and facilities for no less than One Hundred Percent (100%) of the full replacement cost of the covered property; and

D. Workers' Compensation Insurance adequate in at least such amounts as are required by law; and

E. As applicable, if Tenant owns vehicles for transport to and from the facility, automobile liability coverage with coverage limit of not less than $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Tenant 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 Tenant or by anyone directly or indirectly employed by the Tenant; and

F. Tenant shall maintain during the construction of Tenant's Approved Renovations and any Alterations, at its expense, a policy of broad form Builder's Risk Insurance providing all risk coverage with limits of coverage at least equal to the value of Tenant's Approved Renovations or the Alterations, as the case may be, naming City as loss payees thereunder.

All policies for insurance required pursuant to this Article 10 shall name the City and the Tenant as the insureds as their respective interests may appear, excluding worker's compensation policies, shall contain standard mortgagee clauses in favor of the holders of any mortgages on the City's property, shall be in a form and with an insurer reasonably acceptable to the City, shall require at least thirty (30) days written notice to the City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against the City. If requested by the City, the Tenant shall from time to time promptly deliver to the City certified copies or other evidence of such policies, and evidence satisfactory to the City that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Tenant. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Tenant's interest or liabilities, but are merely minimums.

Section 10.2 – Personal Property. All personal property housed or placed at the Leased Premises shall be at the risk of Tenant, and the City shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Tenant agrees and understands that the City does not and shall not carry liability, fire, or theft insurance on the operation of the Leased Premises to cover the Tenant's interest therein.

Section 10.3 – Contractors. Tenant shall require all contractors performing work within the Leased Premises to procure and maintain workers' compensation, commercial general liability, and business auto liability. Both Tenant and City shall be listed as additional insureds on all general liability policies of all such contractors.

Section 10.4 – Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Tenant and City hereby waive and release each other from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, improvements to the Property, or personal property within the Premises, by reason of fire or the elements, regardless of the cause or origin, including negligence of City or Tenant and their agents, officers and employees, but only to the extent that such loss or damage is actually covered by insurance and only to the extent that the insured party has received insurance proceeds therefore. City and Tenant agree immediately to give their respective insurance companies which have issued policies of insurance covering any and all risk, written notice of the terms of the mutual waivers contained in this Section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers.

Article 11 – Indemnification and Hold Harmless.

Section 11.1 – Indemnification and Hold Harmless Relating to Leased Premises. Tenant agrees to indemnify, reimburse, defend and hold harmless the City and, at City's option, defend or pay for an attorney selected by the City to defend the City and City's officers, agents and employees for, from and against any and all liability,

claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees of any kind and nature including, but not limited to, claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom of third parties, arising or growing out of, or in any way connected with the use, occupation, management, maintenance, repair, construction, or control of the Premises by Tenant or its agents, servants, employees, customers, patrons, or invitees, or any act or omission of the Tenant or its agents, servants, employees, customers, patrons, or invitees arising out of this Lease, including, but not limited to, those claims arising in conjunction with use of the facility, improper, or defective maintenance, or installation unless such claims are a result of the City's sole negligence or willful misconduct.

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

Tenant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Article shall survive the termination of this Lease. Compliance with any insurance requirements required elsewhere within this Lease shall not relieve Tenant of its liability and obligation to defend, hold harmless and indemnify City as set forth in this Article of the Lease. Nothing herein shall be construed to extend City's liability beyond that provided in Section 768.28, Florida Statutes.

Article 12 – Transfers by the City. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the City's property or the right of the City to assign its interest in this Agreement, subject only to the rights of the Tenant under this Agreement and any covenant executed in accordance with Article 31 hereunder.

Article 13 – Default or Breach.

Section 13.1 Default by Landlord. It shall be a default and breach of Landlord hereunder to not fully and faithfully perform its obligations hereunder in a timely manner.

Section 13.2 Default by Tenant. Each of the following events shall constitute a default or breach of this Agreement by the Tenant:

A. If the Tenant fails, as determined by the City, subject to the terms and conditions provided herein, to perform the Services as described herein.

B. If the Tenant, or any successor or assignee of the Tenant while in possession,

shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

C. If the Tenant shall fail to pay City any rent when the rent shall become due and shall not make the payment within five (5) calendar days of its due date.

D. If the Tenant shall fail to perform or comply with any of the conditions of this Agreement.

E. If the Tenant shall vacate or abandon the Premises.

F. If this Agreement or the estate of Tenant under this Agreement shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted in this Agreement.

G. If the Tenant fails to take possession of the Premises on first day of the term Term, subject to the Inspection Period.

Notwithstanding anything else to the contrary herein, Tenant and CITY expressly waive the statutory notice requirements of Section 83.20, Florida Statutes, and agree that all notices of default shall be required to be given solely as provided for in this Agreement.

Article 14 – Effect of Default or Breach.

Section 14.1 Default by Landlord. In the event of any default or breach under this Agreement by Landlord, including but not limited to the events as set forth in Article 13, the Tenant shall provide written notice of such default to Landlord. Landlord shall have thirty (30) days thereafter to cure such default. In the event Landlord fails to timely cure any such default, Tenant shall (in addition to the other remedies available hereunder) be permitted to pursue any and all actions and remedies which may be available to it at law or in equity.

Section 14.2 Default by Tenant. In the event of any default or breach under this Agreement by Tenant, including but not limited to the events as set forth in Article 13, the rights of the City shall provide written notice of such default to Tenant. Tenant shall have thirty (30) days thereafter to cure such default. In the event Tenant fails to timely cure any such default, the City's rights shall be as follows:

A. The City shall have the right to cancel and terminate this Agreement, as well as all of the right, title, and interest of Tenant under this Agreement, by giving to the Tenant not less than seven (7) calendar days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Agreement and the right, title, and interest of the Tenant under this Agreement, shall terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term originally set forth in this Agreement.

B. The City may elect, but shall not be obligated, to make any payment required of Tenant in this Agreement or comply with any agreement, term, or condition required by this Agreement to be performed by Tenant. The City shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by the City shall not be deemed to waive or release the default of the Tenant or the right of City to take any action as may be otherwise permissible under this Agreement in the case of any default, including holding the Tenant responsible for any City expenditure.

C. The City may reenter the Premises immediately and remove the property and personnel of Tenant, and store the property in a public warehouse or at a place selected by City, at the expense of Tenant, except to the extent that a court order pursuant to an action or proceeding at law is required pursuant to section 83.05, Florida Statutes. The City shall not be entitled to "lock Tenant out" or utilize any other self-help measures to dispossess Tenant absent a court order, except as permitted by section 83.05, Florida Statutes. After reentry City may terminate the Agreement on giving seven (7) calendar days' written notice of termination to Tenant. Without the notice, reentry will not terminate this Agreement. On termination, City may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the value of the balance of this Agreement over the reasonable rental value of the Premises for the remainder of the Agreement term, which sum shall be immediately due City from Tenant.

Article 15 – Termination for Convenience by City. Tenant acknowledges and agrees that the City may determine, in its sole discretion, that it requires the use of the Premises for municipal purposes during the Term of the Agreement and may terminate for convenience in such case, without penalty and without reimbursement of any Approved Renovation expenses of the Tenant; provided that, in the event the City has executed and recorded a covenant as provided in Article 34, the City may exercise its right to terminate this Lease for convenience no sooner than the expiration of the ten (10) year covenant period during which the Premises must be used to provide essential services and shelter for homeless families and individuals in accordance with Article 34 hereunder. The City shall provide the Tenant not less than one (1) year's written notice that the City intends to terminate the Agreement for convenience and reoccupy the Premises to conduct municipal business or services. Provided, however, prior to exercising such right of termination for convenience, the City shall undertake diligent and reasonable efforts to ensure that no other alternative facility exists which could by itself or in concert with other facilities serve as an alternative location for the City's purposes.

Article 16 – Mutual Termination. In addition to the rights of the City as set forth in Article 15, the Parties may terminate this Lease upon mutual written consent.

Article 17 – Destruction of Premises. In the event of a partial or total destruction of the Premises during the term of this Agreement from any cause, the Tenant may elect, in its sole

discretion, to make repairs. This Agreement may be terminated at the option of the Tenant. The City shall have no obligation to make repairs to the Premises in the event of a partial or total destruction.

Article 18 – Condemnation. Rights and duties in the event of condemnation subsequent to the commencement of the Term of this Agreement are that Tenant shall be permitted to make claims for all damages as to Tenant's use of and rights in the Premises including, without limitation, moving and relocation expenses and business damage, only as permitted by Florida law.

Article 19 – Subordination. This Agreement and all rights of the Tenant under this Agreement shall be subject and subordinate to the lien of any and all mortgages or requirements of any historic preservation grant that may now or in the future affect the Premises, or any part of the Premises, and to any and all renewals, modifications, or extensions of any such mortgages or grants. The Tenant shall on demand execute, acknowledge, and deliver to the City, without expense to the City, any and all instruments that may be necessary or proper to subordinate this Agreement and all rights in this Agreement to the lien of any such mortgage(s) and grant(s). If the Tenant shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, the City, in addition to any other remedies available in consequence of such failure, may execute, acknowledge, and deliver the subordination instrument as the Tenant's attorney-in-fact and in the Tenant's name. The Tenant irrevocably makes, constitutes, and appoints the City, its successors and assigns, the Tenant's attorney-in-fact for that purpose.

Article 20 – Access to Premises; Sign Posted by the City. Within the last two years of the Term, the Tenant shall permit the City or its agents to enter the Premises at all reasonable hours to show the Premises to prospective buyers, renters. At all reasonable times during the Term, Tenant shall permit government officials on the Premises in the course of the City of Cocoa's normal municipal functions. The Tenant shall, at any time within the last two years of the Term, permit the usual notices of "For Rent" and "For Sale" to be placed on the Premises and to remain on the Premises without hindrance and molestation.

Article 21 – Easements, Agreements, or Encumbrances. The Parties shall be bound by all existing easements, agreements, and encumbrances, which may or may not be of record relating to the Premises, and the City shall not be liable to the Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

Article 22 – Quiet Enjoyment. Subject to the terms and conditions of this Agreement, the City warrants that the Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by the City if the Tenant pays the rent and other charges provided in this Agreement, and otherwise fully and punctually performs the terms and conditions, in relation to the Services or otherwise, imposed on the Tenant by this Agreement.

Article 23 – Liability of the City. The Tenant shall be in exclusive control and possession of the Premises, and the City shall not be liable for any injury or damages to any property or to any person on or about the Premises or for any injury or damage to any property of the Tenant. The provisions of this Agreement permitting the City to enter and inspect the

Premises are made to insure that Tenant is in compliance with the terms and conditions of this Agreement and to insure that the Tenant makes repairs that the Tenant has failed to make. The City shall not be liable to the Tenant for any entry on the Premises for inspection purposes.

Article 24 [Intentionally Omitted].

Article 25 – Representations by City. At the commencement of the Term, the Tenant shall accept the Premises and improvements and any equipment in their existing condition and state of repair, and the Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City in respect to the buildings, improvements and equipment, except as contained in the provisions of this Agreement.

Article 26 – Assignment, Sublease or Sale.

Section 26.1 – Assignment or Sublease by Tenant. This Agreement shall not be assigned nor the Premises subletted by the Tenant unless agreed to in writing by the City; provided, however, the City shall not unreasonably withhold its consent for any assignment or subletting of all or a portion of the Premises to persons and entities who provide complimentary services to that of the Tenant. The City may not object to any assignment or subletting for a rental amount in excess of that contemplated herein for the limited purpose of defraying maintenance and utility expenses of the Tenant nor shall the City have any entitlement to the same. The City's consent to any assignment or subletting may be provided as an administrative function by the City Manager.

Section 26.2 – Assignment by City. City shall have the right to transfer, assign and convey, in whole or in part, any and all of its rights under this Agreement provided that the assignee and any assignee of the fee simple title of the Premises assume the obligations and duties of City arising under this Agreement.

Section 26.3 – Sale, Conveyance and Assignment. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the Premises or the right of the City to assign its interest in this Agreement subject only to the rights of the Tenant under this Agreement.

Article 27 – Surrender of Possession. The Tenant shall, on the last day of the Term, or on earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and deliver the Premises to the City (free of subtenancies) including all buildings, additions, and improvements constructed or placed on the Premises by the Tenant, except moveable trade fixtures, all in good condition and repair. If the City so elects, any trade fixtures or personal property belonging to the Tenant, if not removed at the termination or forfeiture of this Agreement, shall be deemed abandoned and become the property of the City without any payment or offset for such fixtures or property. At the City's election, the City may remove such fixtures or property from the Premises and store them at the risk and expense of the Tenant. The Tenant shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property.

Article 28 – Notices. Communication and details concerning this Agreement shall be directed in writing to the following contact representatives:

To City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922

With a Copy to:

Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873

To Tenant:

Family Promise of Brevard
3505 Murrell Road,
Rockledge, FL 32955
Attn: Tara Pagliarini, Executive Director
(e) tpagliarini@familypromiseofbrevard.org

With a Copy to:

Dean Mead Law Firm
7380 Murrell Rd., Ste. 200
Viera, Florida 32940
Attn: Brian M. Stephens, Esq.
(e) BStephens@deanmead.com

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed by First Class and Certified mail, on the third business day after mailing.Either party shall have the right to designate by notice, in the manner above set forth, a different address or representative to which notices are to be mailed.

Article 29 – Miscellaneous.

Section 29.1 – Right to Refuse Admission and to Eject. The City reserves the right to request that Tenant refuse admission to the Premises, outside of ordinary business hours, to any person not known by the City or properly identified; to request

that Tenant eject any person from the Premises whose conduct may tend to be harmful to the safety and interests of the Premises, the Tenant and the property thereon; to request that Tenant close any part of the Premises during any riot or other commotion where person or property may be impaired or prior to, during, or after a Hurricane or other natural disaster. Acquiescence to any such request shall be at the sole but reasonable discretion of the Tenant.

Section 29.2 – Tenant Not to Allow Mechanics or Construction Lien or Encumbrances. The Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the Premises of which the Premises is a part. If any lien or notice of lien on the account of any debt of the Tenant shall be filed against the Premises or the property of which the Premises is a part, and the Tenant fails to discharge the lien or notice of lien within twenty (20) days of filing, the City, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by the City and all costs and expenses (including reasonable attorneys' fees and interest) incurred by Landlord in connection therewith shall be paid by the Tenant.

Section 29.3 – Conditions Precedent. All rights, obligations and liabilities of the City and the Tenant shall be subject to satisfaction of the condition precedent of the complete execution of this Agreement by the Tenant and the City Manager of the City of Cocoa. Tenant shall not be obligated to perform any of its obligations under this Agreement unless and until it has received all of the funds necessary, in its sole and absolute discretion, to perform the initial construction and alterations as may be required in its sole and absolute discretion to carry out its Services on the Premises. Tenant shall secure such funding, if at all, prior to the end of the Inspection Period. If Tenant has not received such funding prior to the end of the Inspection Period, this Agreement shall automatically terminate. Neither party shall have any right or owe further obligation to the other hereunder after such termination except as otherwise expressly provided herein.

Section 29.4 – Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

Section 29.5 – Nature of Relationship. It is expressly understood that the City and Tenant are not partners. The City has no right, title or interest in the business of Tenant and Tenant is not entitled or obligated to act on behalf of the City for any reason. Nothing herein contained shall be deemed, held or construed as making the City a partner or associate of Tenant, it being expressly understood that the relationship between the parties hereto is, and shall at all times remain, that of landlord and tenant. Tenant's contractors, volunteers, partners, agents and employees are not employees or agents of the City. No provision contained herein shall be construed as creating a joint venture or services contract between the Parties.

Section 29.6 - Public Records. Subject to the rights of Tenant's program enrollees' right to privacy and other similar protection afforded by state or federal regulation, it is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Tenant related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the City or the Tenant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Tenant 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 Tenant 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 Tenant be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by Tenant to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Tenant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Tenant's failure to comply with this Section, the City shall collect from Tenant prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Tenant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Tenant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Section 29.7 – Civil Rights. The Tenant agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

Section 29.8 – Severability. Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

Section 29.9 – Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The Parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

Section 29.10 – Integration; Modification. The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both Parties.

Section 29.11 – Attorney's Fees. Should any litigation arise concerning this Agreement between the Parties, the Parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

Section 29.12 – Headings. All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

Section 29.13 – Waiver. Any waiver by City of any breach or violation of Tenant's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

Section 29.14 – Corporate Representations. Each party makes the following representations to the other:

A. Each party is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

B. The undersigned signatory for each party has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by Tenant and Landlord (respectively) has been duly authorized by all necessary parties. In support of said representation by Tenant, Tenant agrees to provide, if requested by the City, a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to, or any time after, the execution of this Agreement.

Section 29.15 – Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled

with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

Section 29.16 – Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. The City has not undertaken any independent study of the radon levels in the Premises. The above notice should not be construed or interpreted as a notice that the Premises are exposed to quantities of radon which pose a health risk. The notice is included in this Lease simply because radon disclosures are now required in all leases pursuant to Florida law.

Section 29.17 – No Waiver of Police Power. Except as otherwise expressly provided herein, City is acting solely in its proprietary capacity as a landlord and City cannot and hereby specifically does not waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Premises, or any improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

Section 29.18 – Excusable Delay. For purposes of this Agreement, the term "Excusable Delay" shall mean any delays (other than the payment of monetary obligations) due to civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Any party seeking to excuse or delay performance due to an Excusable Delay under this Section will provide detailed written notice to the other party of the nature and anticipated duration of the delay within ten (10) days of the event. A party claiming the benefit of an Excusable Delay shall use reasonable efforts to avoid or overcome the causes affecting performance and diligently fulfill all outstanding obligations within thirty (30) days. The thirty (30) day time-period may be extended upon mutual written agreement by the parties, if it is determined by the party not claiming the benefit of an Excusable Delay, that the nature and anticipated duration of the delay warrant such extension.

Article 30 – Recordation. This Agreement shall be recorded in the public records of Brevard County, Florida.

Article 31 – Use Restriction. In accordance with applicable law (including, without limitation, 24 CFR 576.102(c)), the parties acknowledge and agree that, for the first ten (10) years after both the Approved Renovations contemplated herein have been completed and the Tenant has commenced the provision of shelter services to the homeless as permitted hereunder, the Premises shall be used to provide essential services and shelter for homeless families and individuals, as those terms are defined in Part 576, Subpart B of Title 24 of the Code of Federal Regulations regarding the administration of the Emergency Solutions Grant Program. The parties further acknowledge and agree that a covenant to that effect in a form acceptable to the City Attorney shall be executed and recorded in the Public Records of Brevard County, Florida, no sooner than at the time of completion of the Approved Renovations and of commencement of the provision of shelter services by the Tenant, as defined in Part 576, Subpart B of Title 24 of the Code of Federal Regulations.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:

_____
Print Name: _____

_____
Print Name: _____

FAMILY PROMISE OF BREVARD, INC.

By: _____

Print Name:_____

Its: _____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by _____, the _____of Family Promise of Brevard, Inc.**,** a Florida not-for-profit corporation. He/she is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

ATTEST:	CITY OF COCOA
_____	_____
Carie Shealy, City Clerk	Stockton Whitten, City Manager
	Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by Stockton Whitten, the City Manager of the City of Cocoa**,** a Florida municipal corporation, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Depiction of City Property

GREEN OUTLINED AREA: CITY PROPERTY



EXHIBIT B

Depiction of Leased Premises

RED OUTLINED AREA: LEASED PREMISES
GREEN ENCIRCLED AREA: EXCLUDED ROUNDHOUSE PROPERTY



Legislation Details (With Text)

File #:	21-540	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	8/3/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	Staff recommends the approval on First Reading an Ordinance adopting the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance - Establishing Solid Waste Contract and Rates.pdf Ordinance - Exhibit A - Solid Waste Agreement FINAL Eff 10-1-21.pdf Ordinance - Exhibit B - Customer Rates with Admin Fees.pdf Service Area Map (Res Garbage Only).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2021
Agenda Date: August 24, 2021
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Staff recommends the approval on First Reading an Ordinance adopting the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract.

BACKGROUND:

Article XV of the City Charter requires that franchise agreements be adopted by Ordinance, and the current solid waste franchise is substantially incorporated into Section 9-21 and 9-22 of the City Code. The proposed Ordinance adopts a new solid waste franchise agreement/franchise with Waste Management, Inc. and will replace similar provisions currently incorporated into the City Code.

The City of Cocoa currently provides solid waste services through an existing franchise agreement (agreement) with Waste Management Inc. of Florida (Waste Management). The current agreement began in 2006 and was renewed for its first renewal in 2011 and final five-year renewal in 2016. The

expiration date of this agreement is September 30, 2021. At the February 23, 2021, City Council meeting, the City Council directed staff to negotiate a new contract with Waste Management, the City's current solid waste contractor. As part of these negotiations, the City Council requested for the residential rate between Waste Management and the City to not exceed $17.50. The negotiated residential rate between the City and Waste Management was negotiated to $15.93, meeting the not-to-exceed requirement set forth by the City Council. The City administers the solid waste contract which includes a combination of billing, contract management, receiving and routing concerns and complaints, as well as other administrative services. These administrative services result in an administrative fee that is included within the customer rate, along with a franchise fee as stated in the agreement. Below is a table showing a breakdown of the proposed customer rates, after the fees are incorporated in the cost of service.

	Monthly Rates			
	Current	Proposed	Cost Increase	Percent Increase
Residential	$16.79	$20.25	$3.46	20.61%
Commercial Can	$32.45	$43.12	$10.67	32.88%
Dumpster (per CY)	$24.60	$31.88	$7.28	29.61%

*CY Rate represents a 2 yd dumpster. Fees vary based on dumpster size.

The existing agreement provides the following services:

- Residential and Multiple Dwelling Unit collection and disposal services
  - Household Trash and Garbage twice a week (Monday & Thursday or Tuesday & Friday)
  - Single Stream Recycling once per week (Thursday or Tuesday)
  - Vegetative Waste once per week (Friday or Monday)
  - Bulk Trash and Vegetative Waste as requested by the account holder
  - "Back-Door" service for medically disabled customers

- Commercial Collection and Disposal Services
  - Commercial Trash and Garbage twice per week
  - At an additional fee: Vegetative Waste and Recycling

- City Controlled Property Collection
  - Trash and Garbage twice a week
  - Single Stream Recycling once per week
  - Vegetative Waste once per week
  - Bulk Trash and Vegetative Waste as needed

- Dumpster Service
  - Various Size and Frequency Collection determined by the Waste Management and Account Holder
  - Roll-off/Open Top Container Pull

- Compactor Pulls

The new agreement will mirror the current services being provided in the existing agreement. The notable changes in the proposed contract are:

- A third solid waste route will take place on Wednesdays and Saturdays for residential service. This will change pickup days for some existing customers. A map is provided as Exhibit B of this agenda item showing the areas. The additional route is required to keep the rates within the recommended increase. Maintaining the current routes would require additional equipment purchases for the contractor and result in rates much higher than the proposed increase.

- Waste Management will have the ability to charge non-compliant businesses with overloaded dumpsters an extra pickup fee after two overages are recorded in a calendar year.

- The basis for Consumer Price Index (CPI) adjustments will be adjusted from the All Urban CPI plus Fuel/Oil Index to the Garbage and Trash (G&T), Series ID CUUR0000SEHG02, (Dec 2003=100) Index with a 3% maximum adjustment per calendar year. The G&T Index has trended between approximately 1.5% and 5% over the last five years.

- All new multiple dwelling unit properties will be treated as commercial properties as it relates to the billing for solid waste services. Existing multiple dwelling unit properties may remain with the same billing structure or elect to transition into a commercial-style billing. The main difference between the new and existing multiple dwelling unit billing is that new properties would be required to utilize dumpster service and pay additional fees related to green waste service. This transition would be subject to City Code requirements for the placement and screening of dumpsters.

- Bulk residential green waste pickups (exceeding three cubic yards) are to be requested through the City of Cocoa Public Works Department. The City will track and transmit these requests to Waste Management for service.

- The agreement will be for a seven-year base term with future extensions to be negotiated upon mutual agreement of each party.

STRATEGIC PLAN CONNECTION:

Improve the City's Image through the removal of unsightly graffiti and waste accumulation.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

City Council directed staff to proceed with a new solid waste franchise agreement with Waste Management Inc. of Florida for solid waste services for customers within the incorporated City of Cocoa at the February 23, 2021, City Council Meeting.

City Council directed staff to continue negotiations for a two-week period with Waste Management for solid waste services at the February 9, 2021, City Council Meeting.

RECOMMENDED MOTION:

Staff recommends the approval on First Reading an Ordinance approving the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract.

ORDINANCE NO. ____-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING A SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANAGEMENT OF FLORIDA, INC., ATTACHED HERETO; ESTABLISHING SOLID WASTE SERVICE CHARGES AS PROVIDED BY SECTION 9-37 OF THE CITY OF COCOA CODE OF ORDINANCES; PROVIDING FOR ANNUAL INCREASES IN SERVICE CHARGERS EQUAL TO THE CONSUMER PRICE INDEX FOR GARBAGE AND TRASH; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution, municipalities 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 ("Municipal Home Rule Authority"); and

WHEREAS, Article XV of the City Charter authorizes the City Council to adopt franchise agreements by Ordinance and Section 9-37 of the Cocoa Code provides that the City may establish and collect service charges for inspecting, collecting, hauling and disposing of solid waste, special waste, sludge, construction and demolition debris or any other waste; and

WHEREAS, Ordinance 39-2006, adopted by the City Council on January 9, 2007, adopted a Solid Waste Agreement ("Agreement") between the City and Contractor and awarded Contractor a franchise to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials; and

WHEREAS, the Agreement expires on September 30, 2021; and

WHEREAS, the parties have mutually agreed to execute a new agreement for seven (7) years with mutually agreed upon extensions; and

WHEREAS, the parties mutually agree to the adoption of newly establish rates and contractual terms and obligations between the City and Contractor;

WHEREAS, the City establishes rates between the City and Customer to include Franchise and Administrative Fees;

WHEREAS, the City and Contractor have established automatic annual service and price index charge adjustments to keep pace with the rates and charges the City may owe to the Contractor; and

WHEREAS, the City Council finds that this Ordinance serves a public purpose

and is in the best of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Incorporation of Recitals. The foregoing recitals are affirmed and incorporated as part of this resolution.

Section 2. Establishment of new Solid Waste Agreement and Rates. The City Council hereby approves the new Solid Waste Agreement between the City of Cocoa and Waste Management Inc. of Florida, attached hereto as Exhibit A, and fully incorporated herein by this reference. The City Council's approval of the new Agreement shall also serve to expressly adopt the rates for solid waste services set forth therein.

Section 3. Establishment of Customer Fees. The City Council hereby approves a continuation of the previously established administrative fees and a franchise fee equal to 10% of the cost of the solid waste service charged to the City by the Contractor on the customer's water bill, as shown as part of Exhibit B.

Section 4. Service Charge Adjustment. Service charges shall be annually adjusted automatically based on the Consumer Price Index for Garbage and Trash (G&T), Series ID CUUR0000SEHG02, (DEC 2003=100) Index with a maximum adjustment of 3% per calendar year.

Section 5. Garbage Only Accounts. Garbage Only accounts that are not affiliated with a specific water account will be assessed a deposit equal to two (2) times the average monthly garage service charge which will be refunded upon termination of the account. Existing Garbage only accounts with excellent credit history, as determined by the Finance Director, will be grandfathered in.

Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances or resolutions or parts of ordinances and resolutions in conflict herewith are repealed to the extent of the conflict.

Section 7. Incorporation into the Code. The City Clerk, in consultation with the City Attorney and Public Works Director, is hereby authorized and directed to incorporate all or portions of the Agreement adopted hereunder into the City Code, Sections 9-21 and 9-22, in a manner similar to the existing provisions under 9-21 and 9-22. Any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical,

typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 8. Severability. Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 9. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida. However, the new Agreement and rates shall become effective October 1, 2021.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 14th day of September, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Exhibit A – Solid Waste Contract

Exhibit B – Customer Rates

Solid Waste Agreement

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Solid Waste Agreement

THIS AGREEMENT made and entered into this _____day of_____ 2021, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, located at 65 Stone Street (hereinafter "City") and **Waste Management Inc. of Florida** a Florida Corporation, located at 3303 Lake Drive, Cocoa, Florida 32926 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, there is an immediate and continuing need for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials from residents, businesses, and other entities within the municipal boundaries of the City of Cocoa; and

WHEREAS, Contractor has the necessary equipment, personnel, and experience to properly perform the collection and disposal services described herein; and

WHEREAS, it appears to be in the best interests of the public health, safety, and welfare of the citizens of the City of Cocoa and its resident businesses and entities to award a franchise to Contractor to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials upon the terms and conditions more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Contractor agree as hereinafter set forth:

1. Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.

2. Definitions. The following words and phrases contained in this Agreement shall have the meaning described in this section unless the context clearly indicates otherwise:

2.1. Administrative Fee: Shall mean administrative fees charged by the City to all customers for services related to response to inquiries, supplemental vegetative waste collection, account billing services and all other administrative requirements of the contract.

2.2. Authorized Representative: Shall mean the City Manager or his designee who shall represent the City in the administration and supervision of the Agreement. The City Manager's designee, if any, shall be appointed in writing, and said appointment may be for the administration and supervision of this Agreement, in whole or in part.

2.3. Automated Cart or Autocart: Shall mean a 64 or 96-gallon durable plastic container with a lid, wheels, and handles made with recycled content for automated garbage and recycling collection services. The carts shall be uniform in color, contain instructions for use and contain the Contractor logo. Garbage and recycling autocarts shall be green in color, with the exception that recycling

autocarts shall have a yellow lid to distinguish the difference between garbage and recycling autocarts. Slight sizing variations due to manufacturing differences are acceptable.

2.4. Automated Cart Program: Shall mean the program where the contractor provides fully assembled autocarts to new residences/residents for solid waste and recycling collection, as current residences already have autocarts. The contractor is to distribute autocarts prior to the start of collection services to prevent any lapse in service.

2.5. Biohazardous Waste: Shall mean any solid waste or liquid waste which may present a threat of infection or disease to humans or may reasonably be suspected of harboring pathogenic organisms. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; used or contaminated disposable sharps (e.g. hypodermic needles, syringes, broken glass, and scalpel blades), human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health and Rehabilitative Services represent a significant risk of infection to persons outside the generating facility.

2.6. Biological Waste: Shall mean solid waste that cause or has the capability of causing disease or infection and includes, but is not limited to, Biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals. This term is not inclusive of human remains that are disposed by a person license under Chapter 470 of the Florida Statutes.

2.7. Bulk Trash: Shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, washers, dryers, water heaters, sinks, bicycles, and other similar appliances, household goods, and furniture and shall not be commingled with vegetative waste. Bulk trash shall also mean large vegetative waste, which cannot reasonably be cut and placed in garbage carts and having lengths not exceeding four feet and having diameters less than 6 inches or bundles of more than 21 palm fronds, and when exceeding three (3) cubic yards, it must be serviced using a clam or claw truck.

2.8. City: Shall mean the City of Cocoa, a Florida Municipal Corporation located in Brevard County, Florida, acting through its City Council or Authorized Representative.

2.9. City Council: Shall mean the City Council of the City of Cocoa, Florida.

2.10. City Code or Code: Shall mean the Code of Ordinances of the City of Cocoa, Florida.

2.11. Collection and Disposal Service: Shall mean the process whereby refuse, bulk trash, vegetative waste, or recyclable material is collected and transported for disposal by Contractor under this Agreement to a designated facility or some other approved disposal facility.

2.12. Collection Equipment: Shall mean any vehicle or equipment that is used by Contractor to perform the collection and disposal service required by this Agreement.

2.13. Collection Vehicle: Shall mean any vehicle that is used by Contractor to perform the collection and disposal service required by this Agreement.

2.14. Collection Regulations: Shall mean any local, state, and federal laws and administrative rules that regulate any and all aspects of collection and disposal services, as may be in existence during the term of this Agreement.

2.15. Commercial Service: Shall herein refer to the collection and disposal service provided to business establishments, churches, schools, multiple dwelling units, office buildings and other commercial establishments serviced by mechanical container and/or commercial 96-gallon autocart service. Commercial services are further defined within Exhibit A. Upon the effective date of this agreement and ordinance, buildings containing three (3) or more permanent living units will be classified as Commercial Service and follow the standard service requirements as described in Section 4.3.

2.16. Commercial Trash: Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, furniture, appliances, wood, paper or cardboard boxes or containers, sweepings, and any other similar accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other commercial establishments. Commercial trash shall not include special waste.

2.17. Compactor: Shall mean and include containers dumped mechanically by a collection vehicle and able to be serviced by the Contractor. The type serviced by a front-end loader generally ranges in size from 2-10 cubic yards. The type serviced by a roll off truck generally ranges from 15-50 cubic yards. Both units are designed to mechanically compact solid waste.

2.18. Complaint: Shall mean verbal or written indication from a customer or the Authorized Representative of a problem with any aspect of the collection and disposal services provided by Contractor pursuant to this Agreement, whether or not the problem results in a service call by Contractor.

2.19. Construction and Demolition Debris: Shall have the same meaning prescribed in 62-701.200(24), Florida Administrative Code, which at the effective date of this Agreement means:

"discarded materials generally considered to be not water-soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris."

2.20. Contract or Agreement: Shall mean this Contract, and any amendments and renewals from time to time, executed by the City and the Contractor for the performance of the collection and disposal services described herein.

2.21. Contractor or Franchisee: Shall mean Waste Management Inc. of Florida and its directors, officers, employees, agents, contractors, and assigns.

2.22. CPI: Shall mean the Consumer Price Index-Garbage and Trash, Series ID CUUR0000SEHG02, (Dec 2003=100) for the U.S., published by the United States Department of Labor, Bureau of Labor Statistics.

2.23. Customer: Shall mean City and any person, establishment or entity who receives, is required to receive, or requests collection and disposal services within the service area.

2.24. Designated Facility: Shall mean a disposal processing, recovery, recycling or transfer facility designated by the Authorized Representative.

2.25. Disposal Costs: Shall mean the "tipping fees" or landfill costs charged to the Contractor by others for the disposal of solid waste collected by the Contractor in performing collection and disposal services provided hereunder.

2.26. Dispute: Shall mean a disagreement between Contractor and City concerning a question of fact, interpretation of this Agreement, Contractor's compliance and performance with the terms and conditions of this Agreement, and Contractor's level of service provided while performing collection and disposal services. A dispute does not include a disagreement concerning an annual evaluation as provided in Section 9.

2.27. E-waste: Shall mean Electronic Waste that includes computer towers; laptop computers; tablets; keyboards; zip and external hard drives; flat screen monitors, scanners, printers, speakers; A/V equipment including amps, receivers, DVD, VCR, flat screen televisions, cassette and reel to reel tape players, turntables & related electrical hardware; communication devices (hand held & amateur (ham) radios, pagers, cell phones, cordless & wired phones); digital cameras, recorders, GPS units and related hardware; remote controls; microwave ovens. This list is subject to change upon notification from Brevard County and/or its E-waste processor.

2.28. Franchise: Shall mean an initial authorization or renewal thereof, voluntarily entered into by the Contractor and issued by the City, whether such authorization is referred to as a franchise permit, license, ordinance, resolution, agreement, contract or otherwise, which authorizes collection and disposal services within the service area. All Franchises shall be presumed to be non-exclusive unless otherwise specifically authorized by City in writing. Any such authorization, in whatever form granted, shall not mean or include any franchise or permit required for the privilege of transacting and carrying on a business within the service area as required by other Code provisions and ordinances of the City.

2.29. Garbage: Shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall not include special waste.

2.30. Hazardous Waste: Shall mean waste defined as hazardous waste pursuant to local, state, and federal law.

2.31. Household Trash: Shall mean the accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, whole automobile tires (not to exceed an amount permitted by the designated facility), construction and demolition debris from "do-it-yourself" projects not to exceed two cubic yards per customer per collection, and all other accumulations

of a similar nature other than garbage and vegetative waste, which are usual to housekeeping, do-it-yourself home improvements, and home occupations (as defined by City Code).

2.32. Mechanical Container: Shall mean and include plastic or metal containers 2 cubic yards and greater dumped mechanically by a collection vehicle and able to be serviced by Contractor.

2.33. Multifamily Commercial: Shall mean any building containing three (3) of more permanent living units, not including motels and hotels, and any mobile home park and shall be billed as Commercial units and shall follow the standard service requirements as described in Section 4.3.

2.34. Multifamily Residential: Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park and shall be billed per each unit and shall follow the standard service requirements as described in Section 4.4.

2.35. Multiple Dwelling Units: Shall mean any building containing three (3) or more permanent living units, not including motels and hotels, and any mobile home park. Upon the effective date of this agreement and ordinance, new Multiple Dwelling Units shall be classified as Multifamily Commercial and follow the standard service requirements as described in Section 4.3. Accounts classified as Multiple Dwelling Units prior to the ordinance may continue with existing service requirements as Multifamily Residential service until: (i) the account owner requests a change to Commercial Service, (ii) building use changes, or (iii) redevelopment occurs. If service is changed, the account owner will be responsible for any site alterations required as part of the City of Cocoa Code of Ordinances.

2.36. Overage: Shall mean any solid waste placed on the ground, outside of the designated commercial autocart, mechanical, or roll-off container, or solid waste which exceeds the container's capacity by extending 12 inches or more over the top of the container. The occurrence of an Overage allows the Contractor to charge an extra pickup fee.

2.37. Performance and Payment Bond or Letter of Credit: Shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will perform the collection and disposal services in accordance with the terms of the Contract.

2.38. Recyclable Materials: Shall mean newspapers (including inserts), aluminum cans, plastic containers (HDPE and PET), brown, clear and green glass bottles and jars, and other solid waste materials added upon written Agreement between the City and the Contractor, when such materials have been either diverted from

the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.

2.39. Recycling: Shall mean any process by which recyclable materials are collected, separated, and processed for purposes of extracting or reusing the raw materials contained in the recyclable materials.

2.40. Recycling Container: Recycling container shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall have a 64-gallon Autocart and shall be required to have recycling service. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.

2.41. Refuse: Shall mean commercial trash, household trash and garbage, or a combination or mixture thereof.

2.42. Refuse Container or Garbage Cart: Refuse container or garbage cart shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall have a 64-gallon container and shall be required to have garbage service. Commercial and multiple dwelling unit customers with Autocart service will have a 96-gallon container or dumpster according to the fee rates provided in Exhibit A. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.

2.43. Residential: Shall mean single family detached homes and duplexes.

2.44. Residential Service: Shall mean collection and disposal services provided to persons occupying residential dwelling units who are not receiving commercial service under this Agreement.

2.45. Roll-off Container: Shall mean a dumpster which is used for the collection and disposal of construction and demolition debris or solid waste. The roll-off container may be of the open or enclosed variety and is typically hoisted onto a specifically equipped truck for transporting the construction and demolition debris or solid waste to a designated facility.

2.46. Service Area: Shall mean the area within the municipal boundaries of the City of Cocoa, Florida, as may be modified from time to time pursuant to Chapter 171, Florida Statutes, and the City of Cocoa Dyal Water Treatment Plant located in Orange County, Florida.

2.47. Sludge: Shall mean the accumulated solids, mixed liquids, residues, and precipitates generated from wastewater treatment, water supply treatment, air pollution control facilities, septic tanks, grease traps, privies, or similar waste disposal appurtenances.

2.48. Solid Waste: Shall mean bulk trash, refuse, vegetative waste, and recyclable materials or any combination thereof.

2.49. Special Waste: Shall mean solid wastes that require special handling and management by Contractor, and which are not accepted at the designated facility or other disposal facility or which are accepted at the designated facility or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, whole tires which do not constitute household trash, used oil, lead-acid batteries, and biohazardous and hazardous wastes.

2.50. Transfer means the disposal by this Agreement, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty percent (20%) or more at one time of the ownership or controlling interest of Contractor, or thirty-five percent (35%) cumulatively over the term of the Agreement of such interests to a corporation, partnership, limited partnership, trust or association, or person or group of persons acting in concert or a change in control. Transfer shall not include any transfer or assignment to a person controlling, controlled by, or under the same common control as the Contractor at the effective date of this Agreement.

2.51. Vacant Lot / Property: Shall mean any location within the corporate City limits of Cocoa and that is not under City Controlled Property and has no account associated with said location.

2.52. Vegetative Waste or Yard Waste: Shall mean any vegetative matter resulting from routine and normal yard and landscaping maintenance generated on site and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches and similar vegetative matter usually produced in the care of lawns, landscaping and yards. Bulk vegetative waste includes tree limbs, tree trunks, palm fronds, etc. (cut in lengths of no greater than four (4) feet in length; no larger than 6 inches in diameter and not exceeding fifty (50) pounds per limb, trunk, frond, or bundle thereof) which exceeds three (3) cubic yards and must be serviced using a clam or claw truck.

2.53. Vegetative or Yard Waste Container: Yard waste container or cart shall be as defined in Section 2.3 Autocart, or as approved by an authorized representative of the City. Residential customers shall be provided a 96-gallon container and shall be required to have yard waste service. Commercial and multiple dwelling unit customers will have the option to subscribe for a 96-gallon

container or dumpster according to the fee rates provided in Exhibit A. Replacement carts will be provided by and distributed by the Contractor at Contractor's expense throughout the term of this Agreement. Contractor shall retain ownership of the carts upon the termination of this contract.

3. Grant of Franchise. There is hereby granted to Contractor an exclusive right, privilege or franchise to collect and transport for disposal solid waste within the service area, during the term of this Agreement and subject to the limitations and conditions as set forth in this Agreement. All rights granted to Contractor hereunder shall be subject to the continuing right of the City to regulate the City's rights-of-way and to protect the public health, safety, and welfare as shall, at the sole discretion of the City, be in the public's interest. The grant of this franchise shall not affect the City's right to provide collection and disposal services not expressly and unambiguously provided hereunder to Contractor on an exclusive basis or during an emergency. In the event of any conflict or ambiguity hereunder as to whether a collection and disposal service is exclusively granted to Contractor, the conflict or ambiguity shall be construed as granting Contractor a non-exclusive franchise with respect to the collection and disposal service at issue. Nothing under this Division shall be construed as providing any franchise for collection and disposal services not expressly provided for hereunder.

4. Scope of Work. It is the intent of this franchise to provide for the exclusive collection and disposal service of solid waste within the service area, with the exception of the exclusions specifically set forth in this Agreement. Contractor shall perform the collection and disposal service under the following terms and conditions, all of which shall be a material part of this Agreement:

4.1. General Requirements: Contractor shall fully comply with the following:

A. Laws and Regulations. Contractor shall be familiar and comply with all collection regulations and shall be solely responsible for determining, absorbing, and adjusting to the financial and practical impact such regulations have on its operation, subject to Contractor's ability to petition the City Council for a rate adjustment pursuant to Section 5.6 of this Agreement.

B. Labor, Insurance, Equipment, etc. Contractor shall provide, at its sole cost and expense, all labor, insurance, supervision, machinery, equipment, plant and office buildings, tracks, and other tools, equipment, and accessories necessary to perform the collection and disposal services in accordance with the level of service required by this Agreement.

C. Protection of Public/Private Property and Utilities. Contractor shall conduct his work in such a manner as to avoid damage to private or public property and shall repair or pay for any damage caused by its operations, except reasonable wear and tear to roadways. Contractor shall have knowledge of all existing utilities and it shall

operate with due care in the vicinity of such utilities and shall repair or have repaired, at no additional cost to the customer or utility owner, any breakage or damage caused by its operations.

D. Spillage. Contractor shall not cause any spillage of solid waste to occur upon private or public property or the rights-of-way wherein the collection and disposal service occurs. Collection and disposal service shall be performed by Contractor to avoid leaking, spilling, and blowing of solid waste. In the event of any spillage caused by Contractor, Contractor shall promptly clean up all spillage at its expense. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up spillage. In addition, Contractor shall promptly clean up all fluid spillage from collection equipment to the maximum extent feasible and promptly notify the Authorized Representative of all such fluid spillage.

E. Designated Facility. All solid waste shall be hauled to a designated facility as directed in writing by the Authorized Representative and disposed of at those facilities. At present such designated facility includes the Brevard County disposal facility.

F. Holidays. Contractor shall not provide collection and disposal service on Memorial Day, Independence Day, Veterans Day, Thanksgiving, and Christmas or on such day that the holiday is observed. Contractor shall inform the customers of any such variance in the collection schedules resulting from a holiday through an advertisement in a newspaper of general circulation published within Brevard County at least five (5) days prior to each holiday. In the event that Brevard County may increase the number of holidays that the County landfill will be closed, the Contractor will not be required to collect on such holiday chosen by Brevard County and such holiday will be included in this provision. There will be no make-up day and collection will be on the next regularly scheduled collection day.

G. Contractor's Office. Contractor shall provide, at its sole cost and expense, a suitable office located within reasonable proximity to the service area. Contractor shall maintain, during Contractor's normal working hours, a staff and a local telephone number where complaints and requests for collection and disposal service shall be received, recorded in a log, and handled during Contractor's normal working hours. The office shall also provide for a means to promptly handle emergency complaints and requests for service.

H. Litter and Dangerous Animals. Contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by Contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by Contractor. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. fork, broom, shovel) to pick up such scattered solid waste. Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs and animals, roaming at large, in order to accomplish collection and disposal services. However, in the event Contractor is unable to provide

collection and disposal services to a customer under such conditions, Contractor shall immediately notify the customer, in writing, of such conditions and its inability to provide such collection and disposal services.

I. Hours and Days. Except for unusual circumstances approved by the Authorized Representative in writing or as otherwise provided elsewhere in this Agreement, Contractor shall not perform collection and disposal services prior to 6:00 A.M. or after 8:00 P.M., E.S.T., Monday through Saturday. No collection and disposal services shall occur on Sundays and holidays designated in Section 4.1(F) unless authorized in writing by the Authorized Representative. Contractor may perform collection and disposal services in the Cocoa Village between the hours of 5:00 a.m. and 6:00 a.m., unless prohibited by the Authorized Representative.

J. Tagging Solid Waste Improperly Containerized. In the event solid waste is not containerized, bundled, or piled pursuant to this Agreement and Contractor does not perform collection and disposal services regarding such solid waste, Contractor shall tag the container, bundle, or pile or subject property with a written notice containing a brief explanation why the container, bundle, or pile was not collected and disposed of and promptly notify the Authorized Representative. The solid waste shall be collected and disposed of at the next regularly scheduled collection day, provided the solid waste is properly containerized, bundled, or piled.

K. Customer Report; City Billing Database. Contractor and City agree that the monthly customer report required to be maintained and filed by Contractor pursuant to Section 19.3(A) is vital to keeping an accurate account of all customers receiving collection and disposal services under this Agreement and for ensuring accurate billing of customers by City. To this end, Contractor and City agree that each party must diligently maintain an accurate, up-to-date list of customers and the collection and disposal services received by those customers. Each party shall promptly notify the other of any new customers requesting collection and disposal services and any current customers terminating such services.

L. Site Plan/Development Review. City shall notify Contractor of pending site plan and development review applications in order to give Contractor an opportunity to comment during the review process on the placement of refuse or mechanical containers and the point of collection of solid waste.

4.2. Residential Service. Contractor shall provide residential collection and disposal service to residential customers as follows:

A. Frequency of Collection. Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week.

B. Point of Collection. Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be within five (5) feet of curbside. In the event an appropriate location cannot be agreed upon by the customer and Contractor, the Authorized Representative shall designate the location.

C. Containers and Preparation.

1. *Household Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a refuse container provided under the Automated Cart Program. Garbage and household trash shall be placed only in autocarts. Bags, boxes and other items not placed in the autocart will not be collected. Garbage must be bagged and tied before placing in the autocart. Garbage and household trash shall be segregated from vegetative waste. Vegetative waste must be placed in a separate autocart for collection on its designated collection day as set forth below in Section C.3. below.

2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated from residential customers which have been properly prepared and stored in a recycling container provided under the Automated Cart Program. Recyclables must be loose in the autocart and not be placed into a bag of any kind. E-waste as described in Section 2.27 is considered recyclable material, but shall not be placed into the autocart. Residents shall contact Contractor to schedule E-waste collection which shall be collected by a separate collection vehicle.

3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated from residential customers. Vegetative waste shall be segregated from the garbage and household trash and placed in a separate autocart. All leaves and pine needles, ornamental shrubs, clippings and tree trimmings with branches less than 3 inches in diameter shall be placed in the autocart. Bulk vegetative waste includes tree limbs, tree trunks, palm fronds, etc., which shall be cut in lengths of no greater than four (4) feet in length; and shall be no larger than 6 inches in diameter and shall not exceed fifty (50) pounds per limb, trunk, frond, or bundle thereof. For bulk vegetative waste exceeding three (3) cubic yards, a special pick-up will be required using a "Claw or Clam" type collection vehicle. Special pick-ups are to be considered part of the standard residential service with no set of maximum pickups per year. All residential vegetative waste special pickups shall be coordinated through the City. Residents shall call the City to request a bulk vegetative waste special pick-up only when their bulk vegetative waste pile is three (3) cubic yards or greater. The City will then notify the Contractor directly of the request. The Contractor shall have ten (10) business days to complete the vegetative waste special pick-up upon notification by the City. Bulk vegetative waste requiring a clam truck shall be limited to large, loose piles of 3 cubic yards or greater. Otherwise, vegetative waste must be placed into the

provided Autocart. Hired Contractors and Landscapers must haul away any vegetation debris they produce.

4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from residential customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected one time per week provided that the residential customer provides not less than seventy-two (72) hours (three business days) prior notice to the Contractor in advance of the regular bulk trash collection day. Bulk vegetative waste collection shall be serviced as outlined in Section C.3 above.

5. *Provision, Maintenance and Changes to Autocarts.* The Contractor shall be responsible for the purchase, distribution and repair of garbage autocarts that have been damaged by Contractor's actions. Contractor shall distribute one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste and one (1) 64-gallon recycling cart to each new residential unit or existing residential units without autocarts. Contractor shall maintain, at all times, a sufficient number of autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. New residences without existing autocarts shall be delivered the default size of one (1) 96-gallon and one (1) 64-gallon autocart for garbage and yard waste and one (1) 64-gallon autocart for recycling unless otherwise requested by the resident. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase an additional autocart for a charge of $75.00 per cart. New residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Autocart exchanges requested after the initial distribution shall be at a cost to the resident of $35.00 per cart.

6. *Cart Placement.* The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than five (5) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than five (5) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage autocarts shall be spaced two (2) feet apart with the opening facing the street. Garbage autocarts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage autocart with a motor vehicle or other obstruction. Obstructed garbage autocarts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage autocarts off paved streets where feasible. The Contractor shall not be responsible for articles not placed in garbage autocarts, or any other item placed in or about the designated service area.

7. *Back*-Door Service. For customers who are certified by a licensed healthcare provider or doctor as disabled and are unable to place carted solid waste or recyclable materials at the curb, collection of the autocart(s) shall be from the disabled customer's garage door or some other location acceptable to the customer, provided no other able-bodied person over the age of 15 or under the age of 65 resides in the household. The garbage and recycling autocarts shall be returned by Contractor to the garage door or other location reasonably convenient to customer. The customer shall provide the Contractor with appropriate evidence that they are unable to place their receptacles at the collection point. This "backdoor service" includes only curbside residential carted solid waste and carted recycling collection service.

4.3. Commercial Service. Contractor shall provide commercial collection and disposal service to commercial customers as follows:

A. Frequency of Collection. Contractor shall provide collection and disposal services for commercial trash and garbage at least one (1) time per week for mechanical containers and twice (2) per week for autocarts, and more frequently as mutually agreed to by Contractor and the commercial customer, and for vegetative waste and recyclable materials (if vegetative waste and/or recyclable material service is requested by customer) not less than once per week.

B. Point of Collection. Collection of commercial trash, garbage, vegetative waste, and recyclable material shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.

C. Containers and Preparation.

1. *Commercial Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all commercial trash and garbage generated by commercial customers which has been properly prepared and stored in a garbage autocart, mechanical container, roll-off container, or compactor under the following conditions:

a. Customers shall be permitted to use garbage autocarts provided the amount of commercial trash and garbage per collection can be stored in a maximum of two (2) 96-gallon autocarts, otherwise, (unless otherwise agreed to by Contractor and City) customers shall be required to use one or more of the following: mechanical containers, compactor service, or

roll-off containers. Contractor shall distribute up to two (2) 96-gallon autocarts to each commercial customer. Contractor shall maintain, at all times, a sufficient number of garbage autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Garbage autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced at the expense of the customer utilizing the then current cost of the cart. Those who require additional autocarts shall pay the appropriate monthly charge for same as set forth in this Agreement together with a $35.00 delivery charge for each cart and any change in the number of carts.

b. Contractor shall be required to provide an adequate number of mechanical containers, compactors, or roll-off containers to customers who request or exceed the maximum number of autocarts. Mechanical containers and roll-off containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container or roll-off container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer. Fees for ancillary services requested by the commercial customer, such as, but not limited, to lock bars, casters, or roll-out service, shall be negotiated between the customer and Contractor.

c. All solid waste generated from a commercial unit other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in garbage receptacles located at the applicable collection point, on the designated collection day, as mutually agreed upon by the contractor and customer. In the event that the solid waste is placed on the ground, outside of the designated container, or exceeds the container's capacity by extending 12 inches or more over the top of the container, the Contractor shall be entitled to charge the customer an extra pickup fee for such Overage, as established in the agreed upon fee rates related to the size of the receptacle. Commercial customers shall be permitted two (2) Overages per calendar year at no charge. Contractor shall encourage and communicate with the customer to adjust service level, including size and frequency of service, to a service level that best meets the customer's needs to avoid overages.

2. *Recyclable Materials.* Contractor may provide collection and disposal services for recyclable materials generated from commercial customers who specifically request such service or as required by City. If requested, recyclable materials shall be properly prepared and stored in a recycling container.

3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative materials generated from commercial customers who specifically request such service or as required by City. If

requested, vegetative waste shall be containerized, prepared, and collected pursuant to Section 4.2(C)(3) of this Agreement. If required by City, vegetative waste shall be collected and disposed of regardless of how it is containerized and prepared. Vegetative waste service for commercial customers is not part of the routine garbage service and shall incur additional costs per request.

4.4. Multiple Dwelling Units. Upon the effective date of this agreement and ordinance, new Multiple Dwelling Units shall be classified as Multifamily Commercial and follow the standard commercial service requirements as described in Section 4.3. Contractor shall provide collection and disposal service to Multiple Dwelling Unit customers classified as Multifamily Residential prior to the effective date of this agreement and ordinance and who wish to remain classified as Multifamily Residential as follows:

A. Frequency of Collection. Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week.

B. Point of Collection. Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenience, and expedient access by Contractor.

C. Containers and Preparation.

1. *Household Trash and Garbage.* Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a container provided under the Automated Cart Program, mechanical container, or compactor under the following conditions:

a. The Multifamily Residential customers shall be permitted to use autocarts provided the amount of household trash and garbage per collection can be stored in a maximum of one 96-gallon and one 64-gallon container per unit; otherwise, customers shall be required to use mechanical containers or compactor service.

b. Contractor shall be required to provide an adequate number of mechanical containers or compactors to customers who request or exceed the maximum number of Automated Cart containers. Mechanical containers shall be provided at Contractor's sole expense and shall remain the

property of Contractor, unless the mechanical container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer.

2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated from Multifamily Residential customers which have been properly prepared and stored in a recycling container provided under the Automated Cart Program. Recyclables must be loose in the Autocart and not be placed into a bag of any kind. E-waste as described in Section 2.27 is considered recyclable material, but shall not be placed into the Autocart. Multifamily Residential customers shall contact Contractor to schedule E-waste collection which shall be collected by a separate collection vehicle.

3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated from Multifamily Residential customers who specifically request such service or as required by the City. Vegetative waste shall be segregated from the garbage and household trash and shall be placed in a separate cart under the Automated Cart program. All leaves and pine needles, ornamental shrubs, clippings and tree trimmings with branches less than 3 inches in diameter shall be placed in the cart. Tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than four (4) feet in length; shall be no larger than 6 inches in diameter and shall not exceed fifty (50) pounds per limb, trunk, frond, or bundle thereof. For bulk vegetative waste exceeding three (3) cubic yards, a special pick-up will be required when a "Claw or Clam" type collection vehicle is required to collect excess piles of bulk vegetative waste in excess of the maximum length and poundage set forth in this Section. Residents shall call the City to request a bulk vegetative waste special pick-up. only when their bulk vegetative waste pile is three (3) cubic yards or greater. Special pick-ups are to be considered part of the standard residential service with no set of maximum pickups per year. All residential bulk vegetative waste special pick-ups shall be coordinated through the City. Residents are to be directed to call the City to request bulk vegetative special pickups. The City will then notify the contractor directly of the request. The contractor shall have ten (10) business days to perform the pickup, as requested by the City. Hired Contractors and Landscapers must haul away any vegetation debris they produce.

4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated from residential customers regardless of whether it is containerized. Non-vegetative Bulk Trash shall be collected on request one time per week provided that the Multifamily Residential customer provides not less than seventy-two (72) hours (3 business days) prior notice to Contractor. Tree limbs collected as bulk trash shall be cut into lengths not exceeding four feet in length with a diameter of not greater than six (6) inches. It shall be stacked in a unified manner at curbside. Bulk Vegetative Waste collection shall be serviced as outlined in Section C.3 above.

5. *Provision, Maintenance and Changes to Autocarts.* The Contractor shall be responsible for the purchase, distribution and repair of autocarts that have been damaged by Contractor's actions. Contractor shall distribute one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste, as outlined in Section C.1, and one (1) 64-gallon recycling cart to each residential unit. Contractor shall maintain, at all times, a sufficient number of Autocarts to ensure that all extra or replacement carts can be provided within five work days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase a an additional autocart for a charge of $75.00 per cart. New multifamily residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Cart exchanges requested after the initial distribution shall be at a cost to the resident of $35.00. The Contractor shall be responsible for the purchase, distribution and repair of carts that have been damaged by Contractor' s actions.

6. *Cart Placement.* The customer shall place all solid waste at a point within the right-of-way abutting the customer's residential unit no farther than five (5) feet from the curb line or paving line, or, in the case no right-of-way exists which abuts the customer's property, at a point no greater than five (5) feet from the curb line or paving line of the nearest public street or right-of-way, or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage carts shall be spaced two (2) feet apart with the opening facing the street. Garbage autocarts shall be placed on the opposite side of the customer's driveway from that of the customer's mailbox. Customer shall not block access to the garbage cart with a motor vehicle or other obstruction. Obstructed garbage autocarts and those not properly set out shall not be serviced. After collection, Contractor shall place garbage autocarts in the same location as originally placed. The Contractor shall not be responsible for articles not placed in garbage autocarts, or any other item placed in or about the designated service area.

4.5. City Controlled Property. As requested by the Authorized Representative, Contractor shall be required to provide collection and disposal services for all refuse, bulk trash, vegetative waste, and recyclable materials generated by City at properties owned, leased, or otherwise controlled by City. In addition, Contractor shall provide such collection and disposal services for all City sponsored special events (e.g. New Year's Eve, 4th of July), as agreed to by City and Contractor, and for all City public receptacles located along or in public rights-of-way, sidewalks, and public recreational facilities. Such collection and disposal services shall be at no charge or expense to City, provided, however, that for service utilizing roll-off containers the City shall pay Contractor $125.00 per pull plus cost of disposal.

A. Frequency of Collection. Unless otherwise directed by the Authorized Representative in writing, Contractor shall provide collection and disposal services for refuse at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week. Frequency of collection for some roadside trash cans and mechanical containers may be up to 6 days per week, depending on the location.

B. Point of Collection. Collection of refuse, bulk trash, vegetative waste, and recyclable materials shall be at locations designated by the Authorized Representative, with consideration given for the safe, convenient, and expedient access by Contractor.

C. Containers and Preparations.

1. *Refuse*. Contractor shall be required to provide collection and disposal services for refuse generated by City which has been properly prepared and stored in a refuse container or mechanical container as determined by the Authorized Representative. Contractor shall be required to provide the mechanical container at Contractor's expense.

2. *Recyclable Materials.* Contractor shall be required to provide collection and disposal services for all recyclable materials generated by City which have been properly prepared and stored in a recycling container or other container mutually agreed to by the Authorized Representative and Contractor.

3. *Vegetative Waste.* Contractor shall be required to provide collection and disposal services for all vegetative waste generated by City provided the vegetative waste is containerized, prepared, and collected pursuant to Section 4.2(C)(3) of this Agreement. Notwithstanding, Contractor and City may mutually agree to some other method of preparation and storage for significant City projects which generate significant amounts of vegetative waste.

4. *Bulk Trash.* Contractor shall be required to provide collection and disposal services for all bulk trash generated by City regardless of whether it is containerized.

4.6. Biohazardous, Biological, Hazardous, Sludge, and Special Waste. Contractor shall not be responsible for collection and disposal services for biohazardous waste, biological waste, hazardous waste, sludge, and special waste under this Agreement. However, to the extent qualified and licensed, Contractor may contract with persons and entities within the service area, along with other qualified and licensed contractors, to provide for such collection and disposal services. Contractor shall directly bill such persons and entities for such services at a rate mutually agreed on between Contractor and such persons and entities.

4.7. Construction and Demolition Debris Service. Contractor may provide collection and disposal service of construction and demolition debris to residential, multiple dwelling units, and commercial customers as follows:

A. Non-exclusive Right. Contractor shall have the non-exclusive right to provide collection and disposal services for construction and demolition debris utilizing roll-off containers, as that term is defined in Section 2.45 of this Agreement, or other appropriate containers. It is the intent and purpose of this Agreement to permit small haulers of construction and demolition debris to competitively operate within the service area. Contractor may compete with said small haulers by providing collection and disposal services for construction and demolition debris. Contractor shall directly bill such services at a rate mutually agreed on between Contractor and such person and entities receiving the services.

B. Frequency of Collection. Contractor shall provide collection and disposal services for construction and demolition debris utilizing roll-off containers or other appropriate containers to customers that specifically request such service or as required by City. Said collection and disposal services shall be provided as frequently as mutually agreed to by Contractor and the customer or as required by the Authorized Representative or City Code to protect the public health, safety, and welfare.

C. Point of Collection. Collection of construction and demolition debris shall be at a location mutually agreed upon by the customer and Contractor; provided, collection shall be located within the boundary of the property served, unless otherwise approved by the Authorized Representative.

D. Containers and Preparation. Contractor shall be required to provide one or more roll-off containers or other appropriate containers of a size and number mutually agreed to by Contractor and customer. Contractor may charge a trip/blocked container charge if Contractor is not able to access roll-off container on the designated service day.

4.8. Code Enforcement. Upon request of the Authorized Representative, Contractor shall assist the City in its code enforcement efforts by providing collection and disposal service of solid waste and construction and demolition debris located on real property in violation of the City Code.

4.9. Automated Cart Program. Contractor has the capability of providing certain automated equipment which may be utilized in conjunction with a cart program for garbage and vegetative waste collection ("Automated Cart Program"). The Contractor shall be responsible for the purchase, distribution and repair of autocarts that have been damaged by Contractor's actions. Residential customers currently have one (1) 96-gallon and one (1) 64-gallon cart for garbage and yard waste and one (1) 64-gallon recycling cart to each residential unit. Contractor shall maintain, at all times, a sufficient number of autocarts to ensure that all extra or replacement carts can be provided within five work

days upon notification by the City or the customer. Contractor shall distribute fully assembled autocarts to new residential units that are added during the term of this contract. New residences without existing Autocarts shall be delivered the default size of one (1) 96-gallon and one (1) 64-gallon autocart for garbage and yard waste and one (1) 64-gallon cart for recycling unless otherwise requested by the resident. Autocarts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. Customer may purchase an additional autocart for a charge of $75.00 per cart. New residential customers may specify different 96-gallon or 64-gallon cart size combinations upon establishing a new account. Cart exchanges requested after the initial distribution shall be at a cost to the resident of $35.00 per cart.

4.10. Tire Collection. Contractor shall provide tire collection and disposal services to residential customers at no additional charge, provided no more than four (4) tires per household, per year. Residents must contact Contractor to schedule tire collection.

4.11. Vacant Lot Service. Upon request from the City, the Contractor shall collect and dispose of solid waste on vacant lots within the City at a fee as described in Exhibit A.

5. Rates and Charges; Compensation to Contractor; Franchise Fee Billing.

5.1 Rates; Compensation to Contractor. The City shall pay the Contractor for solid waste collection and disposal services consistent with the rates established in the Solid Waste Franchise Agreement, as outlined in Exhibit A, between the City and contractor and any amendments or modifications made thereto. Further, the City Council shall approve revisions to those rates and charges pursuance to a duly adopted resolution to the City Council.

5.2 Consumer Price Index-Garbage & Trash (G&T) Adjustment. The monthly rates and fees the Contractor may charge pursuant to Exhibit A shall be adjusted annually to reflect increases in the Consumer Price Index- Garbage & Trash (CPI-G&T). Specifically, the rates and fees set forth in Exhibit A shall be adjusted to reflect the increase in the CPI-G&T for the immediately preceding twelve (12) month period of April to April, and any increase shall be capped at three (3%) percent per year. If the CPI-G&T is discontinued, the City and the Contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices.

5.3 Billing Customers by City. Customer billing shall be established and enforced by City Code. The City shall provide the customer billing for all collection and disposal services provided by Contractor under this Agreement, unless otherwise specifically stated herein. City shall perform said billing by means and at times deemed appropriate by City. Contractor shall fully cooperate with City in customer billing.

5.4 Billing and Payment Procedure. Unless otherwise provided by the Authorized Representative, customer billing and payment to Contractor shall be in accordance with the following procedure:

A. Within twenty (20) days after the first of each month, Contractor shall submit a detailed invoice for all collection and disposal services provided during the previous month. Said invoice shall be accompanied by the monthly customer report required by Section 19.3(A) of this Agreement.

B. For commercial, residential, and multiple dwelling unit customers billed monthly for refuse, bulk trash, vegetative waste, and recyclable materials, City shall make appropriate adjustments to Contractor's invoice to reflect those customers and services that should be billed based on the City's monthly customer and service data base.

C. For customers billed for optional special refuse vegetative collection service, or any other non-monthly collection and disposal service, City shall verify the customer services and amounts invoiced and shall make appropriate adjustments to Contractor's invoice to reflect any errors contained therein.

D. Within thirty (30) days of receipt of Contractor's monthly invoice, City shall pay Contractor the amount of the invoice. The Franchise Fee charged in accordance with Section 5.5 herein shall be directly billed to the customer and collected by City.

5.5 Franchise Fee. At the City Council's sole and absolute discretion, the City reserves the unconditional right to charge, from time to time, a Franchise Fee equal to an amount permitted by law. The Franchise Fee shall not be construed as a tax, but shall be considered a payment to the City in exchange for the rights and privileges granted by this Franchise. The Franchise Fee shall be passed along to the customer and remitted by customer directly to City pursuant to Section 5.4(D).

5.6 Administrative Fee. At the City Council's sole and absolute discretion, the City reserves the unconditional right to charge an administrative fee. The administrative fee shall not be construed as a tax, but shall be considered a payment to the City by the customer in exchange for the various administrative and billing services required to administer the solid waste contract.

5.7 Contractor's Petition for a Rate Adjustment. The Contractor may petition the City to adjust the rates in Section 5.1 herein based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in any collection regulation or change in law. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefor.

The Contractor's request must be made within a reasonable time, and shall contain reasonable proof and justification to support the need for the rate adjustment. The City may

request from the Contractor, and the Contractor shall provide, such further information within its possession as may be reasonably necessary in making its determination. The City Council shall approve or deny the request (without penalty), in whole or in part, at its sole and absolute discretion, within sixty (60) days of receipt of the request and all other additional information required by the City. Any such approved adjustment shall be in addition to the annual CPI-G&T rate change.

6. **Schedules and Routes.** Contractor shall provide written notice to the City of its collection and disposal routes and schedules. The City reserves the unconditional right to deny Contractor's vehicles access to any street, alley, bridge, or public way within the service area while performing collection and disposal services under this Agreement, where the City determines that it is in the best interests of the public health, safety, and welfare to do so because of the conditions of the streets, alleys, bridges, or public ways. However, Contractor shall not interrupt the regular schedule and level of service because of such closures of less than eight (8) hours in duration. The City shall notify Contractor of any such closures of longer duration, and arrangements shall be made in a manner acceptable to Contractor and the Authorized Representative for the collection and disposal services interrupted by the closure. Customers shall be notified in writing by Contractor of the schedules provided by Contractor and any amendments thereto, provided customers shall be given at least seven (7) days prior written notice of any such amendments. Any and all route and schedule changes must receive prior approval by the Authorized Representative and notification of schedule changes shall be published at a minimum in a newspaper of general circulation meeting the requirements of Section 50.011, Florida Statutes. The City may also publish the schedule changes using its social media platform.

7. **Collection Equipment and Vehicles.** Contractor shall provide collection equipment for the collection and disposal services as follows:

7.1. Type and Amount. Contractor shall have on hand, at all times under this Agreement, collection equipment that is in good working order and sanitary condition that will permit Contractor to perform the collection and disposal services in a sufficient and efficient manner so that the schedules and routes can be maintained. Collection equipment shall be obtained from a nationally known and recognized manufacturer of collection equipment. Collection vehicles shall be of the automated and/or enclosed packer type or other type vehicle which meets industry standards and is approved by the Authorized Representative. All collection vehicles shall be equipped with communication devices and such devices shall be maintained in good operating order.

7.2. Condition. All collection equipment shall be maintained, at all times, in a reasonable and safe working condition and shall be in good repair, appearance, and sanitary and clean condition. Collection equipment shall be painted uniformly with the name of the Contractor, Contractor's telephone number and number of the collection vehicle in letters not less than three (3) inches high on each side of the collection vehicle. Contractor shall keep an accurate record of the vehicle to which each number is assigned. Advertising on collection vehicles is strictly prohibited.

7.3. Overloading. Collection vehicles shall not be overloaded by Contractor so as to cause litter or spillage (described in Sections 4.1(D) and (H); however, if litter or spillage occurs because of overloading it shall be picked up immediately as required by Sections 4.1(D) and (H).

7.4. Back-up Equipment. Contractor shall maintain sufficient back-up collection equipment, which shall satisfy the condition requirements of Section 7.2 of this Agreement, to temporarily replace collection equipment that is in a state of disrepair or is inoperable at any time during Contractor's performance of the collection and disposal services pursuant to this Agreement. The back-up collection equipment shall be put into service within a reasonable time and without interruption of collection and disposal services. Such back-up collection equipment shall correspond in size and capacity to the collection equipment ordinarily used by Contractor in performance of the collection and disposal services under this Agreement.

8. Contractor's Personnel. Contractor shall fully comply with the following terms and conditions regarding Contractor's personnel:

8.1. Contractor's Representative. Contractor shall appoint a representative to administer and manage this Agreement on Contractor's behalf as required by Section 26.0 of this Agreement.

8.2. Other Personnel. Contractor shall provide a sufficient number of qualified persons to provide the collection and disposal services. All persons who are given supervisory authority by Contractor shall be made available to the Authorized Representative for consultation within a reasonable and practicable time after Contractor receives notice from the Authorized Representative that a consultation is being requested. Supervisors shall operate a collection vehicle that is equipped with a communication device.

8.3. Conduct of Personnel. Contractor shall require and ensure that its personnel shall serve all customers in a courteous, helpful, and impartial manner. Contractor's personnel shall perform collection and disposal services while using existing sidewalks and driveways when on private and public property. Contractor personnel shall observe all no trespassing signs and shall not cross between neighboring properties unless the customer, or customer's in the case of neighboring properties, has expressly given said personnel permission. Contractor's personnel shall perform all collection and disposal services with due care and shall always take reasonable precautions and steps to avoid damaging all real and personal property including, but not limited to, refuse containers, recycling containers, carts, racks, trees, shrubs, flowers, and similar property. Contractor shall be fully liable for all such damage negligently caused by Contractor's personnel and Contractor shall promptly provide sufficient and appropriate compensation to customers for such damage.

8.4. Uniform Regulations. Contractor agrees that the identification of Contractor's personnel while performing the collection and disposal services is important to the customer's health, safety, and welfare. Consequently, Contractor's personnel performing collection and disposal services shall wear a uniform or shirt bearing the Contractor's name. Lettering stitched on or identifying patches permanently attached to the uniform or shirt shall be acceptable.

8.5. Labor and Employment Laws. Contractor shall comply with all applicable local, state, and federal labor and employment laws affecting its personnel.

8.6. Informing Personnel of Responsibilities. Contractor shall take whatever steps it deems necessary to fully inform its personnel about the terms and conditions and personal responsibilities provided under this Agreement. City shall not be responsible for informing Contractor's personnel of said terms, conditions, and responsibilities. Contractor shall also provide operating and safety training manuals to all its personnel.

8.7. Driver's License. All Contractor's personnel that drive a collection vehicle while performing collection and disposal services shall at all times have and carry a valid Florida commercial driver's license for the type of vehicle being driven.

8.8. Drug Free Workplace. Contractor shall maintain a drug free workplace policy. If requested by City, Contractor shall provide a document certifying to the City it is a drug free workplace.

9. Level of Service; Customer Complaints; Annual Evaluation By City.

9.1. Level of Service. Contractor acknowledges and agrees that the continuation of this Franchise depends on Contractor consistently providing a high quality and efficient level of collection and disposal services to all customers. To insure such services are provided in such a manner, Contractor's performance shall be evaluated, on an annual basis, pursuant to the procedure established in Section 9.3 of this Agreement and based on the following review criteria:

A. The number of complaints received pursuant to Section 9.2 herein and Contractor's performance in resolving the complaints in a professional and expedient manner.

B. Contractor's responsiveness to direction given by the Authorized Representative.

C. The number of times that Contractor had to pay liquidated damages pursuant to Section 25.0 herein.

D. Contractor's participation in community meetings sponsored by City and Contractor's performance in resolving the complaints received at those meetings in a professional and expedient manner.

E. Contractor's financial viability to continue performing the collection and disposal services as required by this Agreement.

9.2. Customer Complaints. It is the intent of this Agreement to ensure that the Contractor provides a high-quality level of collection and disposal services to all customers. To this end, all failures to provide collection and disposal services to customers, or failures observed by the Authorized Representative, and reported to the Contractor shall promptly be resolved pursuant to the provisions of this Agreement. All customer complaints will be forwarded to the Contractor by person, telephone, or in writing by mail or email. When received, the Contractor shall record complaints on a form approved by the Authorized Representative and shall take appropriate steps to resolve the complaint in a professional and expedient manner. Any complaints received by the Contractor before 12:00 noon shall be resolved before 8:00 p.m. of that same day. Complaints received after 12:00 noon shall be resolved before 8:00 p.m. of the following business day. If the complaint involves a claim of damage to private or public property caused by Contractor during the performance of collection and disposal services, the Contractor shall within twenty-four (24) hours provide the Authorized Representative with a full written explanation of said complaint, an estimate of the damage, and Contractor's proposed actions to remedy the damage.

9.3. Annual Evaluation Procedure. Contractor's performance shall be annually evaluated by City's Authorized Representative under the following procedure:

A. Upon or soon after the occurrence of each annual anniversary date of this Agreement, the Authorized Representative shall conduct and prepare a written annual evaluation of Contractor's performance in providing the collection and disposal services under this Agreement ("Evaluation"). The Evaluation shall be based on the level of service criteria set forth in Section 9.1 herein. For each criteria the Authorized Representative shall evaluate and grade Contractor's performance as unacceptable, acceptable but needs improvement, or good. If Contractor receives an unacceptable grade, the Authorized Representative shall provide Contractor a written explanation of why Contractor's performance was unacceptable and Contractor shall be given a reasonable period of time, as determined by the Authorized Representative, to bring its level of performance up to levels acceptable to the Authorized Representative.

B. If Contractor fails to bring its performance up to acceptable levels within the time period prescribed by the Authorized Representative, the Authorized Representative shall deliver the Evaluation, the aforesaid unacceptable explanation, and other relevant documents to the City Council for consideration by the City Council at a public meeting. At the meeting, the Authorized Representative and Contractor shall have the opportunity to explain their positions and the City Council shall then determine whether this Franchise should continue under conditions determined by the City Council or be terminated, without penalty, pursuant to Section 14.1(H) herein.

10. Authorized Representative's Interpretation and Decision. Any dispute between the City and Contractor, which cannot be disposed of by mutual consent between the parties within a reasonable period of time ("Impasse"), shall be ultimately decided by the Authorized Representative at such time the Authorized Representative declares an Impasse. Upon Impasse, the Authorized Representative shall have thirty (30) days to decide the Impasse issue, unless additional time is reasonably needed. All such decisions shall be reduced to writing by the Authorized Representative and delivered to Contractor within three (3) days of said decision. All such written decisions shall contain a sufficient explanation, as may be deemed necessary by the Authorized Representative, to explain the decision. The decision shall be final and binding on both parties. Pending the decision, Contractor shall proceed diligently with the performance of the collection and disposal services in accordance with this Agreement and any preliminary directions of the Authorized Representative. The Authorized Representative may amend, suspend, or revoke any decision if circumstances warrant.

11. Other City Permits. For collection and disposal services of any kind not exclusively provided by Contractor under this Agreement, Contractor shall obtain all permits required by City Code to provide said services.

12. Performance Bond; Alternatives.

12.1. Performance Bond. The Contractor shall obtain and maintain during the entire term of this Agreement and any extensions and renewals thereof, at its cost and expense, and file with the City a corporate surety bond in the amount of Five Hundred Thousand Dollars ($500,000.00) to guarantee the faithful performance by the Contractor of all of its obligations provided under this Agreement and the City Code. Such bond must be issued by a surety. Alternatively, the Contractor shall obtain and continuously maintain an unexpired irrevocable letter of credit, which shall at all times be in the possession of the City. The form and contents of such performance bond or letter of credit shall be acceptable to the City. The letter of credit shall be released only upon expiration of the Agreement or upon the replacement of the letter of credit by a successor Contractor.

12.2. Conditions. The performance bond or letter of credit shall be issued upon the following conditions:

A. The performance bond shall be issued by a surety approved by City and licensed and authorized by the State of Florida to do business as a surety in the State of Florida. The irrevocable letter of credit shall be issued by a bank or savings and loan association acceptable to the City, authorized to do business in this State by either the State of Florida Comptroller or the United States government. The letter of credit shall name the City as the beneficiary.

B. There shall be recoverable by the City jointly and severally from the principal and surety or the financial institution that has issued the letter of credit, any and all fines

and liquidated damages due to the City and any and all damages, losses, costs, and expenses suffered or incurred by the City resulting from the failure of the Contractor to: faithfully comply with the provisions of the City Code and the Agreement; comply with all orders, permits and directives of any City agency or body having jurisdiction over its acts or defaults; pay any claims, liens, fees, or taxes due the City which arise by reason of the collection and disposal services provided under this Agreement. Such losses, costs and expenses shall include but not be limited to attorney's fees and other associated expenses.

C. The total amount of the bond or letter of credit shall be forfeited as a liquidated damage paid to the City in the event:

1. Contractor abandons, or cancels with less than ninety (90) days written notice to City, its obligations and responsibilities to perform the collection and disposal services required under this Franchise, prior to the expiration of the term of the Agreement;

2. Contractor assigns this Agreement without the express written consent of the City; or

3. This Agreement is terminated by reason of the default of the Contractor.

12.3. Reduction of Bond/Letter of Credit. Upon written application by the Contractor, the City may, at its sole option, permit the amount of the bond or letter of credit to be reduced for the term of this Agreement or periods of time, when it is determined by the City's City Council to be in the public interest. Upon written application by the Contractor, the City may, at its sole option, permit the terms of the requirements of the performance bond/letter of credit to be altered for the term of this Agreement or periods of time, when it is determined by the City Council to be in the public interest.

12.4. Use of Performance Bond and Letter of Credit. Prior to drawing upon the letter of credit or the performance bond for the purposes described in this section, the City shall notify Contractor in writing that payment is due, and the Franchisee shall have thirty (30) days from the receipt of such written notice to make a full and complete payment. If the Contractor does not make the payment within thirty (30) days or demonstrate reason acceptable to the City why such action should not be taken, the City may withdraw the amount thereof, with interest and penalties, from the letter of credit or the performance bond. Within three (3) days of a withdrawal from the letter of credit or performance bond, the City shall send to the Contractor, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal.

12.5. Replenishment of Letter of Credit and Performance Bond. No later than thirty (30) days, after mailing to the Contractor by certified mail notification of a withdrawal pursuant to Section 12.4 above, the Contractor shall replenish the letter of credit and/or performance bond in an amount equal to the amount so withdrawn. Failure to make

timely replenishment of such amount to the letter of credit and/or performance bond shall constitute a failure of the Contractor to faithfully comply with the provisions of this Agreement.

12.6. Non-renewal, Alteration, or Cancellation of Letter of Credit or Performance Bond. The performance bond and letter of credit required herein shall be in a form satisfactory to the City which approval shall not be unreasonably withheld and shall require thirty (30) days written notice of any non-renewal, alteration or cancellation to both the City and the Contractor. The Contractor shall, in the event of any such cancellation, alteration, or non-renewal notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement bond or policies within thirty (30) days following receipt by the City or the Contractor of any notice of cancellation, alteration, or non-renewal.

12.7. Inflation. At the sole discretion of the City, to offset the effects of inflation, the amount of the bond or letter of credit provided for herein is subject to annual increases at the end of every year provided the amount of the bond or letter of credit shall not exceed fifty percent (50%) of the total amount paid Contractor by City pursuant to Section 5.0 for the year previous to the increase.

12.8. Default. The performance bond and letter of credit provided pursuant to this section shall become the property of the City in the event that this Agreement is canceled or terminated by reason of the default of the Contractor.

12.9. Right to Require Replacement of Bonds or Letter of Credit. If the City becomes aware of the financial condition of any bonding or financial institution issuing a performance bond or letter of credit as required herein and said financial condition is reasonably deemed by the City to jeopardize the collateral posted with the City, the City may, at any time, require that any such bond or letter of credit be replaced with such other bond or letter of credit consistent with the requirements set forth in this section.

13. Transfer of Ownership or Control.

13.1. Transfer of Franchise. This Agreement shall not be sold, Transferred, leased, assigned or disposed of, including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City Council, and then only under such reasonable conditions as the City Council may establish which may include but not be limited to financial guarantees to the collection and disposal services.

13.2. Transfer Threshold. The Contractor shall promptly notify the City of any actual or proposed change in, or Transfer of, or acquisition by any other party of, control of the Contractor.

13.3. City Approval. Every Transfer shall make this Agreement subject to cancellation unless and until the City Council shall have consented thereto in writing. For the purpose of determining whether it may consent to such Transfer, the City may inquire into the legal, financial, character, technical, and other public interest qualifications of the prospective Transferee or controlling party, and the Contractor shall assist the City in obtaining all required information. Failure to provide all reasonable information requested by the City as part of said inquiry shall be grounds for denial of the proposed Transfer.

13.4. Signatory Requirement. Any approval by the City Council of transfer of ownership shall be contingent upon the prospective assignee becoming a signatory to this Agreement.

14. Forfeiture or Termination.

14.1. Grounds for Revocation. The City Council reserves the right to terminate this Agreement, without penalty, and rescind all rights and privileges associated with the Franchise in the following circumstances, each of which shall represent a default and breach of this Agreement:

A. Contractor defaults in the performance of any of the material obligations to provide collection and disposal services under this Agreement or the City Code;

B. Contractor fails to provide or maintain in full force and effect the liability and indemnification coverage or the performance bond (or alternative letter of credit) as required herein;

C. Contractor violates any material provisions of any orders or rulings of any regulatory body having jurisdiction over the Contractor relative to this Agreement and any regulatory ordinance of the City, and Contractor fails to begin cure within five business (5) days of notice from the City and to complete cure within a reasonable time after notice, as determined by the City;

D. Contractor practices or engages in any fraud upon the City or any customer;

E. Contractor is gross negligent, as defined by general law, in maintaining any of the level of service standards provided in this Agreement;

F. Contractor becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt;

G. Contractor fails to provide collection and disposal service throughout the service area if a disruption of such service occurs pursuant to Section 24.0 of this Agreement, unless approval of such disruption is obtained from the City Council;

H. Contractor fails to satisfy the level of service annual evaluation conducted by the Authorized Representative and City Council pursuant to Section 9.3 of this Agreement; or

I. Contractor provided a material misrepresentation of fact in the application for or negotiation of the Franchise granted under this Agreement or any extension or renewal thereof.

14.2. Effect of Circumstances Beyond Control of Franchisee. Contractor shall not be declared at fault or be subject to any sanction under any provision of this Agreement in any case, in which performance of any such provision is prevented by an impediment beyond the Contractor's reasonable control For the purposes of this Agreement, causes or events beyond the Contractor's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, pandemics, acts of public enemies, riots or civil disturbances, sabotage, restraints imposed by order of a governmental agency or court. A fault shall not be deemed to be beyond the Contractor's control if committed by a corporation or other business entity in which the Contractor holds a controlling interest whether held directly or indirectly, when such fault is due to Contractor's financial inability to perform or comply, economic hardship, or misfeasance, malfeasance or nonfeasance by any of the Contractor's directors, officers, employees or contractors or agents. This provision shall become effective only if the Contractor notifies the City in writing within a reasonable period of time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the event, and Contractor takes all reasonable steps to minimize damages and resume performance.

14.3. Effect of Pending Litigation. Pending litigation or any appeal to any regulatory body or court having jurisdiction over the Contractor shall not excuse the Contractor from the performance of its obligations under this Agreement, unless specifically provided for by court order or by the regulatory body having jurisdiction over such matters. Failure of the Contractor to perform such obligations because of pending litigation or petition may result in forfeiture or revocation pursuant to the provisions of this section.

14.4. Procedure Prior to Revocation. Except as provided in Section 9.3 for annual evaluations, the Authorized Representative shall notify the Contractor in writing of the exact nature of the alleged violation constituting a ground for termination and give the Contractor thirty (30) days, or such greater amount of time as the Authorized Representative may specify, to correct such violations or to present facts and arguments to refute the alleged violation. If the Authorized Representative then concludes that there is a basis for termination, it shall notify the Contractor thereof. If within the designated time the Contractor does not remedy and/or put an end to the alleged violation, the City's City Council, after a public hearing where all interested parties may be heard, may suspend or revoke the Franchise under this Agreement, without penalty, if it determines that such action is warranted. The Contractor shall not

be held in default nor suffer any penalties where non-compliance or default is caused by an event beyond the Contractor's control, as stated in Section 14.2.

15. Regulatory Authority.

15.1. Authority**.** The City reserves the right to exercise the maximum authority, as may at any time be lawfully permissible, to regulate the collection and disposal services and any other solid waste services, the Franchise granted hereunder, and the Contractor. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the City, the City may without the approval of the Contractor engage in any such additional regulation as may then be permissible, whether or not contemplated by this Agreement or the City Code, including without limitation, regulation regarding franchise fees, taxes, programming, rates charged to customers, consumer protection, or any other similar or dissimilar matter. The City agrees to meet and confer with the Contractor prior to enacting new regulatory ordinances.

15.2. Right of Inspection. The City shall have the right to inspect in a timely manner and in the accompaniment of a representative of the Contractor all collection and disposal services performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement, the City Code and any other applicable provisions of local, state or federal law.

15.3. City Regulation. To the extent that federal or state law or regulation may now, or as the same may hereafter be amended by legislation, administrative regulation or decision, or judicial determination, authorize the City to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by Contractor, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. The City shall provide advance notification to the Contractor of its intention to exercise any such regulation and written notification when such ordinance is adopted. However, failure to so provide advance notification to the Contractor or written notification when such ordinance is adopted shall not be a basis upon which to declare this Agreement in breach or to invalidate the ordinance.

15.4. City Health and Sanitation Regulations. Without any limitation on the authority granted City above, City reserves the unconditional right to adopt by ordinance additional health and sanitation regulations which shall apply to the collection and disposal of solid waste, biohazardous waste, biological waste, construction and demolition debris, hazardous waste, sludge, special waste and all other kinds of waste. To the extent determined at the sole discretion of the City's City Council, these regulations shall be codified in Chapter 9 of the City Code. Contractor shall fully comply with these regulations to the extent applicable to the collection and disposal services provided under this Agreement and said regulations shall be deemed to be fully incorporated herein by this reference. In the event any provision of this Agreement is

in conflict with any provision of the additional City health and sanitation regulations, the provision contained in this Agreement shall prevail.

16. Liability and Insurance.

16.1. **Certificate of Insurance.** Prior to the effective date of this Agreement and thereafter continuously throughout the duration of the Agreement and any extensions or renewals thereof, Contractor shall furnish to the City, certificates of insurance and endorsements, in a form approved by the City, for all types of insurance required under this section. Failure to furnish said certificates of insurance and endorsements in a timely manner shall constitute material breach of this Agreement. At the City's request, Contractor shall furnish certificates of insurance and endorsements which are in effect from time to time.

16.2. **No Liability Limit.** Neither the provisions of this Section or any damages recovered by the City hereunder, shall be construed to limit the liability of Contractor for damages under this Agreement.

16.3. **Endorsement.** All insurance policies maintained pursuant to this Agreement shall contain an endorsement in substantially the following form:

> It is hereby understood and agreed that this insurance policy may not be modified or canceled by the insurance company nor the intention not to renew be stated by the insurance company until thirty (30) Days after receipt by the City of Cocoa City Manager by certified mail, of a written notice of such intention to cancel or not to renew.

16.4. **State Institution.** All insurance policies provided pursuant to this Agreement shall be written by companies authorized by the Florida Insurance Commissioner to do business in the State of Florida as an insurance company. The insurance company shall have a Best Insurance rating of A or better, unless otherwise approved by the Authorized Representative.

16.5. **Named Insured.** The City shall be an additional named insured for all insurance policies written pursuant to this Agreement, as the City's interests may appear from time to time.

16.6. **Changes in Policy Limits.** To offset the effects of inflation and to reflect changing liability limits, all of the coverage, limits, and amounts of the insurance provided for herein are subject to reasonable increases at the end of every two (2) year period of this Agreement, applicable to the next two (2) year period or termination date of this Agreement (whichever occurs first), at the City's discretion, but not to exceed the coverage, limits, and amounts of insurance the City requires of other contractors transacting business with the City.

16.7. Commercial General Liability Insurance. Contractor shall maintain throughout the term of this Agreement, general liability insurance insuring Contractor in the minimum of:

A. $1,000,000 for property damage single limit; and

B. $1,000,000 single limit liability for personal bodily injury or death to any one person.

16.8. Automobile Liability Insurance. Contractor shall maintain throughout the term of the Agreement, automobile liability insurance for owned, non-owned, or rented vehicles in the minimum amount of:

A. $1,000,000 single limit liability for bodily injury and consequent death per occurrence; and

B. $1,000,000 for property damage per occurrence.

16.9. Worker's Compensation. Contractor shall maintain throughout the term of the Agreement, worker's compensation at least to the minimum amount of the statutory limit for worker's compensation, as amended from time to time.

17. Indemnification and Hold Harmless. For all collection and disposal services performed by Contractor pursuant to this Agreement, Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its council members, attorneys, employees, officers, and agents 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, pre-trial, trial, post judgment, and appellate proceedings), directly or indirectly arising from: (i) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's or its subcontractors, or agents performance of the collection and disposal services pursuant to this Agreement; (ii) defaults under this Agreement; (iii) failing to properly train employees under Contractor's control or direction; and (iv) failing to properly equip or hire employees under Contractor's control or direction in the performance of the collection and disposal services under this Agreement.

The indemnification provided above shall obligate Contractor to defend at 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, its council members, attorneys, employees, officers, and/or agents which may result from the collection and disposal services under this Agreement whether the collection and disposal services be performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by them. In the event of an actual or potential conflict, the City shall be permitted to choose legal counsel of its sole choice, the attorney fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable at the time indemnification is required.

The City agrees to be responsible for the City's own negligent acts and omissions.

18. Interference with Persons, Public and Private Property, and Utilities.

Contractor's collection equipment and personnel used in performing the collection and disposal services hereunder shall:

A. Not endanger or interfere with the health, safety or lives of persons;

B. Not interfere with any improvements which the City, county, state, and federal government may deem proper to make;

C. Not interfere with the free and proper use of Public Rights-of-Way, alleys, bridges, easements or other public property, except to the minimum extent possible during actual collection and disposal services being provided hereunder;

D. Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual collection and disposal services being provided hereunder; and

E. Not obstruct, hinder or interfere with any gas, electric, water, wastewater, reclaimed water, stormwater drainage, telephone, or other utility facilities located within the service area.

19. Books and Records Available to City.

19.1. **Records.** With advance written request, the City shall have the right to inspect and copy at any time during Contractor's normal business hours, all books, records, maps, revenue statements, service complaint logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which constitute a public record under Chapter 119, Florida Statutes. The City shall have the right only to inspect books, maps, revenue statements, service complaint logs, performance test results and other like materials of the Contractor which relate to the collection and disposal services provided under this Agreement and which do not constitute a public record under Chapter 119, Florida Statutes. Access to the aforementioned records shall not be denied by the Contractor on the basis that said records contain "proprietary" information, unless applicable law exempts said records. Said records shall be maintained at Contractor's office set forth in Section 4.1(G) of this Agreement.

19.2. **Review.** Contractor shall permit, during Contractor's normal business hours, the Authorized Representative to examine and copy, at the City's discretion, any and all maps and other records kept or maintained by the Contractor or under its control concerning the operations, affairs, transactions or property of Contractor relative to the collection and disposal services provided under this Agreement. The examination shall take place at Contractor's office.

19.3. Reports to be Filed. The following reports shall be provided to the City:

A. A monthly customer report sorted alphabetically by address, which lists the customer's address and name, type, quantity, and size of the container picked-up from the customer, and a description of the kind of service provided customer.

B. An annual report prepared by Contractor or the parent company of Contractor shall be provided annually at the time said report is published.

19.4. Mandatory Records. The Contractor shall at all times maintain:

A. A record of all complaints received and interruptions, disruptions, or degradation of collection and disposal services for the preceding year prior to the annual performance evaluation by the City.

B. A full and complete document(s) describing the rates, schedules, and routes for the collection and disposal services.

C. A record of all customers, and fees received from them by Contractor, for collection and disposal services not billed by the City, if any.

19.5. Other Records. The City may impose reasonable requests for additional information, records and documents from time to time, and the Contractor shall produce said records within ten (10) business days, so long as such request relates to the City's enforcement abilities under this Agreement or the Code.

20. Preferential or Discriminatory Practices Prohibited.

All collection and disposal services rendered and all rules and regulations adopted by Contractor shall have general application to all persons and shall not subject any person to prejudice or disadvantage on account of race, gender, religion, origin, or ethnicity. Contractor shall not deny service to any group of potential customers within the City because of the income of the customers within the service area. Contractor shall not charge customers different rates for service for the same class or type of service. However, this Section is not intended to restrict Contractor from offering reasonable discounts to senior citizens or other economically disadvantaged groups in accordance with any local, state, or federal law.

21. Storms; Hurricanes; Natural Disasters; Calamities/Force Majeure.

21.1. In the case of impending severe weather, the City shall grant Contractor a reasonable variance from the regular scheduled and routes to the extent requested and only as reasonably necessary to overcome the impacts of the severe weather event. In the event a major storm, hurricane, natural disaster, or any other type of major or serious calamity ("calamity") causes an excessive amount of refuse, vegetative waste, bulk trash, or other excessive debris ("debris") to accumulate on streets, alleys, bridges, and on

private and/or public property, Contractor shall collect such debris at the City's written request. City agrees to pay Contractor for such additional service in an amount mutually agreed upon in writing by the City and Contractor. Contractor acknowledges and agrees that collection and disposal services performed after a calamity may be subject to special procedures in order that the City can receive reimbursement from state and federal agencies like FEMA. In such cases, Contractor shall be fully responsible and liable for complying with all such procedures and shall also indemnify and hold harmless the City in the event Contractor fails to comply with said procedures. Nothing in this Agreement shall exclude or prohibit the City or any other contractors from collecting and disposing of such debris caused by a major or serious calamity. The City has an Agreement with other independent contractors for Disaster Debris Removal and Monitoring. Upon notification that Brevard County has been declared a federal disaster area by the President of the United States, the City Representative, shall coordinate the collection of disaster related debris through the City's franchised solid waste collectors on behalf of the City. The City shall negotiate with the Contractor for any expenditure(s) for debris clean up not reimbursed by Federal Emergency Management Agency and the State of Florida.

21.2. Force Majeure. If either party is prevented from or delayed in performing its duties under the Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government, then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, this term Force Majeure does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder. This provision shall become effective only if the party excused from performance notifies the other party in writing within a reasonable period of time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the circumstances, and takes all reasonable steps to minimize damages and resume performance.

22. Miscellaneous Provisions.

22.1. Independent Contractor. Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership relationship, or to allow the City to exercise control or direction over the manner or method by which Contractor performs the collection and disposal services which are the subject matter of this Agreement. Contractor understands and agrees that: (i) the City will not withhold on behalf of Contractor pursuant to this Agreement any sums for payment of income tax,

unemployment insurance, social security or any other withholding; (ii) all such payments, withholdings and taxes are the sole responsibility of Contractor; and (iii) Contractor will indemnify and hold the City, its City Council members, attorneys, employees, officers, and/or agents harmless from and against any and all loss or liability arising with respect to such payments, withholdings, or taxes, including, but not limited to reasonable attorneys' fees through any and all administrative, pre-trial, trial, post-trial judgment, and appellate proceedings. The parties hereto agree that both Contractor and the City shall have the right to participate in any discussion or negotiation with the Internal Revenue Service concerning Contractor's independent contractor status regardless of with whom or by whom such discussions or negotiations are initiated. In the event that any applicable government agency determines that Contractor is an employee of the City and the City is required to pay any additional amount to any governmental authority based upon Contractor being reclassified an employee of the City, Contractor hereby covenants and agrees to reimburse immediately the City for any such amount paid to any such governmental authority and the costs and expenses associated with defending the City, including, but not limited to reasonable attorneys' fees. In the event that Contractor is reclassified as an employee and becomes eligible for a refund of any taxes paid to any governmental agency, including but not limited to, a claim for refund of self-employment taxes, then Contractor hereby covenants and agrees to pursue any such refund and assign to the City the proceeds from any such refund.

22.2. 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.

22.3. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior oral negotiations and written agreements between the parties. This Agreement may be amended, supplemented, modified, or changed only by a written instrument agreeing to said amendment, supplementation, modification, or change in the terms hereof by the parties.

22.4. Notices. Any notice, request, instruction, or other document to be given as part of this Contract shall be in writing and shall be deemed served when either delivered in person to the following designated agents or received by registered or certified United States mail, return receipt requested, postage prepaid, or received by facsimile, addressed as follows:

TO THE CITY:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32923
Ph: 321-433-8800

TO THE CITY ATTORNEY:

Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
Ph: 407-425-9566

TO THE CONTRACTOR:

District Manager
Waste Management Inc. of Florida
3303 Lake Drive
Cocoa, FL 32926
Ph: 321-636-6894

COPY TO:

Legal Department
Waste Management Inc. of Florida
1800 N. Military Trail
Boca Raton, FL 33431

Either party may change the aforementioned designated agents at any time by providing written notice of such change to the other party.

22.5. Captions. Captions to sections through this Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

22.6. Severability. If any section, Section, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision. Such holding shall not affect the validity of the remaining portions of this Agreement, unless the City determines that the portions remaining (without the severed portions) have an adverse effect on the best interests of City, then City shall have the right to terminate this Agreement.

22.7. City's Rights of Intervention. Contractor agrees not to oppose intervention by the City in any suit or proceeding to which Contractor is a party, concerning or involving this Agreement and the City's rights under this Agreement.

22.8. Attorney's Fees. In the event of litigation arising out of or relating to this Agreement, each party shall bear their own attorney's fees and costs unless expressly provided under this Agreement.

22.9. Counterparts. 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.

22.10. Waiver. Failure of the City to insist upon performance within any time period or upon a proper level of service shall not act as a waiver of the City's right to later claim a failure to perform on the part of Contractor.

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

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

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

Contractor is required to and agrees to comply with public records laws. Contractor shall keep and maintain all public records required by the City to perform the services as agreed to herein. Contractor shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the

Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Contractor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Contractor of the request and the Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Contractor acknowledges that if the Contractor does not provide the public records to the City within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Contractor acknowledges that if a civil action is filed against the Contractor to compel production of public records relating to this Agreement, the court may assess and award against Contractor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Contractor, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Contractor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Contractor fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. If applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

22.13. Employment Eligibility Verification (E-Verify). In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the proposer must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the proposer must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at

the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Vendors must complete the E-Verify Affidavit, "Attachment 1".

23. Effective Date; Term.

23.1. Effective Date. The effective date of the Contract shall be _____, 2021. The prior Contract between the parties, and all addendums thereto, is hereby superseded and of no further force and effect; provided, however, Contractor shall be paid the last month's billing under the prior Contract for only the last month's collection and disposal services performed by Contractor.

23.2. Term. The term of this Agreement shall be from October 1, 2021 to September 30, 2028, subject to an annual evaluation by the City under Section 9.0 herein and termination as provided for in Section 14.0 herein. The term of this Agreement may be extended pursuant to Section 23.3 herein.

23.3. Renewal. The agreement shall be renewed for additional terms by mutual agreement of the parties. However, if either party determines that it does not want to seek renewal of this Agreement, such party shall provide the other party with written notice of nonrenewal at least one (1) year prior to the expiration of the current term of the Agreement.

24. Disruption in Collection and Disposal Services.

In the event a disruption (e.g. strike, labor stoppage, collection equipment in disrepair) other than a Force Majeure event, causes Contractor to fall one week or more behind in its collection schedule, City may, at its option, cause the collection and disposal services to be performed by any means available to City. Such means may include, but not be limited to, City taking over and operating the collection equipment used in the performance of this Agreement until such time Contractor can perform the collection and disposal services and City contracting with a third party to perform the collection and disposal services. Any cost incurred by City in exercising this option shall be charged against Contractor and the performance bond or alternative letter of credit furnished by Contractor under this Agreement. The foregoing option shall only be exercised by a majority vote of the City's City Council after the City Council has declared that the disruption has caused an emergency to arise within the service area that adversely effects the public health, safety, and welfare.

25. Liquidated Damages/Charges.

Should the Contractor commit any of the breaches described herein in Contractor's obligations under this Contact, the City shall be entitled to assess charges against the Contractor in the amounts listed below.

The City will be entitled to offset any charges assessed against the monthly fee otherwise due to Contractor hereunder.

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the Authorized Representative by the Contractor. The decision of the

Authorized Representative shall be final. On-site inspection will be provided by the City to determine the legitimacy of disputed complaints. This provision shall not limit other contract claims or remedies that the City may have against the Contractor under this Contract.

A. Failure to collect missed residential customers by 8:00 P. M. the same day when given notice before noon, or by 8:00 p.m. the following business day when given notice between 12:00 noon and 5:00 P. M.: $50 per incident, a maximum of $300 per truck per day.

B. Unresolved complaints over 20 in a single month: $50 per incident including the first 20.

C. Failure to replace damaged container within five business days for commercial customers and five business days for residential customers: $50 per incident.

D. Failure to respond to damage to customer's property within seven business days: $100 per incident.

E. Equipment operator not properly licensed: $250 per incident.

F. Failure to complete a route on the regular pick-up day: $100 per day for each route not completed.

G. Failure to provide proper notification prior to residential route changes: $125 per day, per route not notified.

H. Causing skid marks or spillage marks on roadways, private driveways, or any thoroughfare within the service area: $75 per incident.

I. Failure to clean hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete, or other roadway surfaces: $250 per incident.

J. Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage: $150 per incident

25.2. Opportunity for Cure Required. The following charges may be assessed only after the City has given the Contractor notice and a reasonable opportunity to cure, or where the violation is a repeat violation (i.e., Contractor has previously failed the specific item listed at least once within the past 12 months and the City has previously provided the Contractor notice of such failure):

A. Failure to maintain office hours as required: $100 per incident.

B. Failure to provide documents and reports in a timely and accurate manner as per agreement: $50 per incident.

C. Failure to cover materials, if appropriate, on all collection vehicles: $100 per incident.

D. Failure to comply with requested employee roster, proper uniforms, and employee identification and safety equipment as per agreement: $150 per incident.

E. Failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations: $75 per incident.

F. Failure to follow established reporting operation or administrative procedures: $150 per incident.

G. Loaded vehicles left standing on street unnecessarily: $150 per incident.

H. Failure to drive in the proper direction: $100 per incident.

I. Commingling solid waste with vegetative waste, recyclable materials, C & D materials or other waste material: $250 per incident.

26. Contractor's Representative. Contractor shall designate an individual to act as a representative for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. This person shall be Contractor's contract administrator. Initially, the person who shall act as the representative for Contractor with respect to this Agreement shall be a District Manager of the Contractor. Contractor may from time to time designate other individuals or delete individuals with the authority to act for Contractor under this Agreement with the authority to transmit instructions, receive information, and make or interpret Contractor's decisions. All deletions or designation of individuals to serve as a representative shall be given by written notice.

27. Time of the Essence. Contractor acknowledges and agrees that time is of the essence for the completion of the collection and disposal services to be performed under this Agreement. Unless otherwise extended in writing by the City, Contractor agrees to complete the collection and disposal services as required by this Agreement.

28. Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable, under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

29. Franchise Costs. Contractor agrees to pay the reasonable administrative and legal costs incurred by the City in initially granting this Franchise, which shall be Two Thousand Five Hundred and No/100 Dollars ($2,500.00). Payment shall be made to the City no later than thirty (30) days from the initial effective date. In the event this Franchise is renewed, transferred or assigned, Contractor or its successor in interest shall pay to the City the reasonable legal and administrative costs incurred with said renewal or assignment, not to exceed Two Thousand Five Hundred and No/100 Dollars ($2,500.00). Payment shall be

made to the City no later than thirty (30) days from the effective date of said renewal, transfer, or assignment.

30. Title to Garbage. The City shall have the right and title to all garbage, including recycling, set out for collection. Once collected by the Contractor, ownership of all garbage, including recycling, collected under this Agreement shall transfer to the Contractor.

31. Public Awareness Campaign.

31.1. General. Upon City request, Contractor agrees to provide, and assist the City in conducting, a public awareness campaign to promote the collection, disposal and recycling services provided under this Agreement. All materials and publications used by Contractor shall be reviewed by the City and approved by the Authorized Representative. All materials and publications used by the City shall be reviewed by Contractor and approved by Contractor's representative.

ATTEST: CITY OF COCOA, FLORIDA:

_____

By_____

Carie Shealy, City Clerk Michael C. Blake, Mayor

CORPORATE SEAL: Waste Management Inc. of Florida

By _____

David Myhan, President_____

Print Name/Title

Attest:

_____

Ronald Kaplan, Asst. Secretary

Exhibit A

The City agrees to pay the Contractor, effective October 1, 2021 the rates below. Rates below are monthly fees, unless otherwise noted.

City of Cocoa Effective **10/1/2021**

COMMERCIAL SERVICE

SIZE \ FREQUENCY	1	2	3	4	5	6	XPU
2	51.65	103.31	154.96	206.61	258.27	309.92	40.00
3	77.48	154.96	232.44	309.92	387.40	464.88	60.00
4	103.31	206.61	309.92	413.23	516.53	619.84	80.00
6	154.96	309.92	464.88	619.84	774.80	929.76	120.00
8	206.61	413.23	619.84	826.45	1,033.07	1,239.68	160.00

Per cubic yard rate: $5.96

Loose/Can Commercial (96 gallon cart, 2x week service)

1	2	3	4
CAN	CANS	CANS	CANS
$37.50	$75.00	$112.50	$150.00

YW CM (96 gal 1x wk-optional service)

1
CAN
$ 25.00

RESIDENTIAL RATES TO WM - WATER BILLED:

	Garbage	*Recycle*	*Yard Trash*	*Total*
Single home per unit	**$8.46**	**$3.35**	**$4.12**	**$15.93**
Multi Family per unit	**$8.46**	**$3.35**	**$4.12**	**$15.93**
Cart Exchange Charge				**$ 25.00**

	Up to 3 cy per trip	Per yard over 3 cy per trip
Vacant Lot Charge	**$150.00**	**$25.00**

Optional Special Vegetative Waste Service for Commercial Customers

Quarter truck load	**$150.00**
Half truck load	**$200.00**
Three Quarter truck load	**$250.00**
Full truck load	**$300.00**

	Pull Rate
15 Yard Open Top Per Pull	**$235.00**
20 Yard Open Top Per Pull	**$255.00**
30 Yard Open Top Per Pull	**$275.00**
40 Yard Open Top Per Pull	**$295.00**

ABOVE RATES ARE SUBJECT TO ADDITIONAL LANDFILL FEES

CUSTOMERS NOT RECEIVING A MONTHLY PULL ARE SUBJECT TO $75.00 MONTHLY MAINTENANCE CHARGE OR $2.50 PER DAY CHARGE

	Pull Rate	Monthly Rental	Blocked Container/ Trip Charge
15 Yard Compactor Per Pull	**$250.00**	**Negotiable with Customer**	**$175.00**
20 Yard Compactor Per Pull	**$270.00**	**Negotiable with Customer**	**$175.00**
30 Yard Compactor Per Pull	**$290.00**	**Negotiable with Customer**	**$175.00**
40 Yard Compactor Per Pull	**$315.00**	**Negotiable with Customer**	**$175.00**

"ABOVE RATES ARE BASED ON PULL CHARGES ONLY AND DO NOT INCLUDE DISPOSAL AT THE LANDFILL, TAXES, OR LEASING/MAINTENANCE FEES, ALL OF WHICH WILL BE ADDED TO THE FINAL CHARGE FOR THE ROLLOFF CONTAINER"

Attachment 1- E-Verify Contract Affidavit

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

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

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

Authorized Signatory: _____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

_____ [Notary Seal] Notary Public

_____ Name typed, printed or stamped My Commission

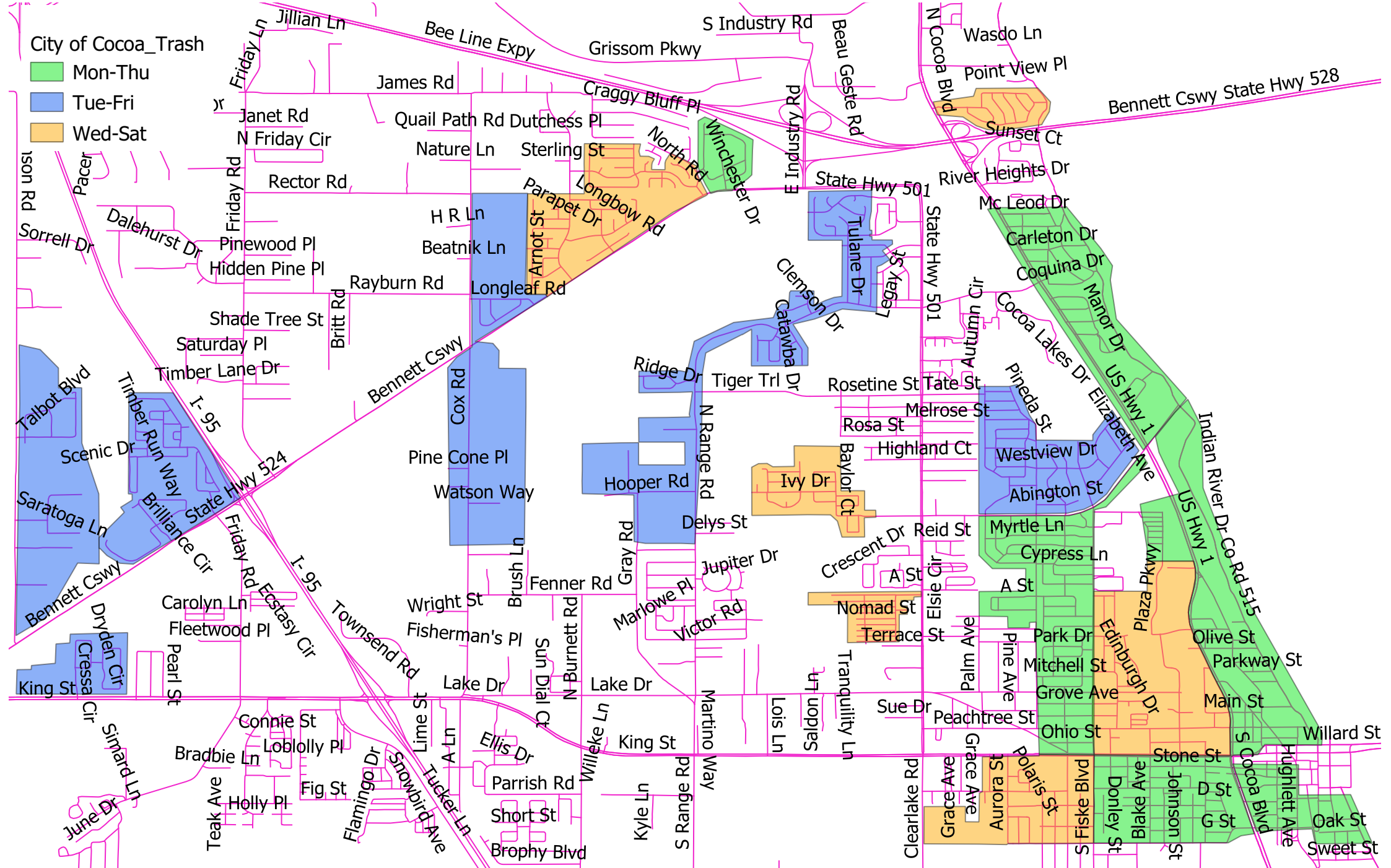
Expires: _____

Exhibit B

COCOA SOLID WASTE - CUSTOMER RATES				
Size	**Pick ups**	**FY22 Rates**	**FY22 Admin Fee**	**FY22 Franchise Fee**
2	1	$51.65	$6.93	$5.17
2	2	$103.31	$13.84	$10.33
2	3	$154.96	$20.77	$15.50
2	4	$206.61	$27.72	$20.66
2	5	$258.27	$34.66	$25.83
2	6	$309.92	$41.58	$30.99
3	1	$77.48	$10.40	$7.75
3	2	$154.96	$20.77	$15.50
3	3	$232.44	$31.19	$23.24
3	4	$309.92	$41.58	$30.99
3	5	$387.40	$51.97	$38.74
3	6	$464.88	$62.44	$46.49
4	1	$103.31	$13.84	$10.33
4	2	$206.61	$27.72	$20.66
4	3	$309.92	$41.58	$30.99
4	4	$413.23	$55.43	$41.32
4	5	$516.53	$69.28	$51.65
4	6	$619.84	$83.14	$61.98
6	1	$154.96	$20.77	$15.50
6	2	$309.92	$41.58	$30.99
6	3	$464.88	$62.35	$46.49
6	4	$619.84	$83.15	$61.98
6	5	$774.80	$103.93	$77.48
6	6	$929.76	$124.69	$92.98
8	1	$206.61	$27.72	$20.66
8	2	$413.23	$55.43	$41.32
8	3	$619.84	$83.14	$61.98
8	4	$826.45	$110.82	$82.65
8	5	$1,033.07	$138.57	$103.31
8	6	$1,239.68	$166.27	$123.97

Commercial Cans				
1 96 Gal Toter	TWO PICK UPS	$37.50	$1.87	$3.75
Residential	GARBAGE	$8.46	$2.14	$0.85
	RECYCLING	$3.35	$0.46	$0.34
	GREEN WASTE	$4.12	$0.11	$0.42
		$15.93	$2.71	$1.61
Commercial	GREEN WASTE	$25.00	$2.67	$2.50

City of Cocoa Trash Routes
Updated June 2021



Legislation Details (With Text)

File #:	21-541	**Version:** 1	**Name:**	July, 2021 Monthly Purchasing Approval Information
Type:	Informational Item		**Status:**	Agenda Ready
File created:	8/3/2021		**In control:**	City Council
On agenda:	8/24/2021		**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 7/31/2021. (Finance Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	PO Monthy Report to City Council 10.01.20 thru 7.31.21.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	August 3, 2021
Agenda Date:	August 24, 2021
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Rebecca Bowman, MBA, CGFO, CGFM, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 7/31/2021.

BACKGROUND:

The following reports for the period October 01, 2020 through June 30, 2021 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-20 thru 7-31-21

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 35

City Manager = 19

City of Cocoa CRA Board = 0

City Council = 16

Purchase Order Approvals 10-01-20 thru 7-31-21
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten
77274	11/4/2020	G4S Secure Solutions	$ 49,100.00	11/3/2020	Stockton Whitten
77275	11/4/2020	Axon Enterprises	$ 49,902.00	11/3/2020	Stockton Whitten
77288	11/4/2020	Frank-Lin Services of Brevard	$ 45,000.00	11/3/2020	Stockton Whitten
77301	11/4/2020	Garganese,Weiss,D'Agresta	$ 35,000.00	11/3/2020	Stockton Whitten
77311	11/4/2020	Glover Oil Company	$ 35,250.00	11/3/2020	Stockton Whitten
77258	11/3/2020	United Self Insured Services	$ 50,000.00	11/3/2020	Stockton Whitten
77494	12/7/2020	Kirwin Norris PA	$ 50,000.00	12/1/2020	Stockton Whitten
77600	1/6/2021	Underwater Solutions Inc	$ 45,150.00	12/29/2020	Stockton Whitten
77601	1/6/2021	DMD Consultants Inc	$ 49,966.00	12/29/2020	Stockton Whitten
77602	1/6/2021	Infrastructure Solution Services	$ 39,918.00	12/29/2020	Stockton Whitten
77653	1/20/2021	Online Soutions LLC	$ 48,600.00	1/20/2021	Stockton Whitten
77722	2/4/2021	Ovivo USA, LLC	$ 44,950.00	2/3/2021	Stockton Whitten
77973	4/22/2021	Infrastructure Solution Services	$ 41,870.00	4/22/2021	Stockton Whitten
77975	4/22/2021	Stewarts Electric Motor Works	$ 45,167.52	4/22/2021	Stockton Whitten
78043	5/10/2021	Ring Power Corporation	$ 46,724.90	4/9/2021	Stockton Whitten
78061	5/14/2021	Hawkins Inc.	$ 45,000.00	4/13/2021	Stockton Whitten

19 Purchase Order Approved by City Manager

Prepared by Purchasing 8/3/2021

Purchase Order Approvals 10-01-20 thru 7-31-21
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 8/3/2021

Purchase Order Approvals 10-01-20 thru 7-31-21
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council
77251	11/3/2020	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
77438	11/23/2020	Bright House Networks	$ 49,000.00	10/27/2020	City Council
77492	12/7/2020	Infrastructure Solution Services	$ 48,993.00	1/23/2019	City Council
77493	12/7/2020	Infrastructure Solution Services	$ 49,748.00	1/23/2019	City Council
77652	1/20/2021	Trane (Maitland)	$ 41,796.00	12/4/2020	City Council
77654	1/20/2021	FL Dept of Corrections	$ 43,122.75	10/27/2020	City Council
77972	4/22/2021	Water Resouce Associates	$ 35,200.00	3/23/2021	City Council
77974	4/22/2021	Stantec Consulting Service	$ 41,104.00	3/13/2019	City Council
78120	6/4/2021	De La Parte & Gilbert PA	$ 50,000.00	4/27/2021	City Council

16 Purchase Order Approved by City Council

Prepared by Purchasing 8/3/2021

Legislation Details (With Text)

File #:	21-549	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/11/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM-Change Orders 7-31-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 11, 2021
Agenda Date: August 24, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of July 31, 2021. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2021 Change Orders - CM authorized to execute

applied to contingency | as of: 7/31/2021

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS21WS	Sulfurators										
Op. Rev.		251,900.00	4/27/2021 and 7/27/21 (Additional Contingency)	2021-035 & 2021-065							
Project Manager:		53,950.00	contingency and other costs authorized								
account #	424-4020-536.63-00	197,950.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Vortex Services			FY2021	42724	197,950.00	$ 251,900.00		$ 251,900.00		
	PO#78016			CO#1	43114	34,155.00					
		19,795									
WS19FR	Dyal Groundwater #2 IMS Cap and Media Replacement										
Op. Rev.		281,615.00	3/9/2021	2021-014							
Project Manager: Kevin Joseph		25,602.00	contingency and other costs authorized								
account #	424-4020-536.63-00	256,013.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Elenis Contracting			FY2021	42566	256,013.00	$ 243,938.00		$ 243,938.00		
	PO#77877			CO #1	43011	(12,075.00)					
		25,602									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00		
	Contractor PO# 77555										
		23,310									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,378,456.00		$ 2,378,456.00	$ 559,599.40	
	Contractor PO# 77691										
		237,845									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager Utilities		444,500.00	10% contingency authorized			63-00						
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency					Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)		2,959,457.53				
			FY16 PO Issue PO# 67318	FY2016	29192	1,542,102.38		4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. 67455 TO CH2M for Scada Programing*		29315	21,434.07		4,522,993.98				
			PO# 67460 to QLH for SDC		29381	53,001.11		4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00		4,599,028.09				
			CO#1 PO 67318		29647	53,686.38		4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO 67318*		30007	8,917.65		4,661,632.12				
			CO#2 additional inspection services PO# 67460		30758	18,000.00		4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)		3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)		3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)		3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34		3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80		4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)		4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39		4,667,012.97				
								4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)		4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)		4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30		4,657,028.58				
					34893	9,984.39		$ 4,667,012.97				
			PO#73686	FY2019		1,000.00						
		209,868	^contingency balance-->									
WS1222	BNR Process Improvements											
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083								
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized									
		2,753,375.93	constr' exp authorized before contingency									
				2018-083								
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037								
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order									
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00	64-00	Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build, Inc. FY2013 PO# 62086											
	Bid No. B-13-11-COC											
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29				
					26917	10,200.00		2,823,016.29				
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14		2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43				
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43				
					29249	32,800.00		2,871,794.43				
			CO#1		29329	(5,000.00)		2,866,794.43				
			CO#2		29212	4,151.50		2,870,945.93				
			CO#3		29905	5,327.32		2,876,273.25				
			CO#4		30046	(5,327.32)		2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09				
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09				
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09				
						(33,812.06)		2,872,062.03				
						(13.25)		2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03				
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03				
			CO#2 CDM SMITH		34520	86,975.40						
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		$ 2,942,214.09				
			CO#1		36547	11,430.00		$ 2,953,644.09				
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		$ 76,000.00				
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete						
		341,480	^contingency balance--> for Brandes Design-Build									
		10,000	^contingency balance--> for Maxwell Contracting									

Legislation Details (With Text)

File #:	21-550	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/11/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	FY 2021 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	July FY 2021 EXPENSE Budget Tracking Worksheet.pdf July FY 2021 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 11, 2021
Agenda Date: August 24, 2021
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2021 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2021 thru July 31, 2021.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 7/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
05/18/21	001-1000-511.48-00	(2,950)	WATER FOR TX DIS RELIEF		3011
	001-1000-511.42-00	2,950			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
11/10/20	001-1100-512.24-00	6	COVID 19 PAYOUTS RES# 2020-235		558
	001-1100-512.22-00	27			
	001-1100-512.21-00	271			
	001-1100-512.12-12	3,532			
11/17/20	001-1100-512.31-00	20,000	R/O PO #76365 Nat Res RES# 2020-245		625
04/08/21	001-1100-512.12-00	(7)	MID YEAR PAYROLL ADJ		2448
	001-1100-512.14-00	7			
3	Budget Amendments/Transfers		Division 1100 Total	$23,836	
1103 - INFORMATION TECHNOLOGY					
11/10/20	001-1103-516.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-1103-516.22-00	170			
	001-1103-516.21-00	297			
	001-1103-516.12-12	3,878			
11/17/20	001-1103-516.63-00	45,897	R/O PO #76452 Danella Con RES# 2020-245		625
	001-1103-516.63-00	13,795	R/O PO#76802 Danella Con RES# 2020-245		625
01/26/21	001-1103-516.40-00	(759)	ADD FNDS CODE ENF MODULE		1543
	001-1103-516.34-00	759			
04/08/21	001-1103-516.12-00	(452)	MID YEAR PAYROLL ADJ		2448
	001-1103-516.12-12	452			
5	Budget Amendments/Transfers		Division 1103 Total	$64,044	
1190 - LEISURE SERVICES					
04/08/21	001-1190-574.12-00	(991)	MID YEAR PAYROLL ADJ		2448
	001-1190-574.12-12	991			
06/08/21	001-1190-574.52-00	(1,200)	PURCHASE TRAINING SFTWRE		3314
	001-1190-574.55-00	1,200			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2	Budget Amendments/Transfers		Division 1190 Total	$0	
1500 - FINANCE GENERAL ACCOUNTNG					
11/10/20	001-1500-513.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-1500-513.21-00	472			
	001-1500-513.12-12	6,161			
04/08/21	001-1500-513.12-00	(500)	MID YEAR PAYROLL ADJ		2448
	001-1500-513.14-00	500			
2	Budget Amendments/Transfers		Division 1500 Total	$6,644	
1505 - PURCHASING					
03/09/21	001-1505-513.40-00	(1,500)	VENDORLINK CONTRACT		2023
	001-1505-513.56-15	1,500			
04/08/21	001-1505-513.12-00	(100)	MID YEAR PAYROLL ADJ		2448
	001-1505-513.14-00	100			
2	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
11/10/20	001-1510-536.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-1510-536.22-00	16			
	001-1510-536.21-00	283			
	001-1510-536.12-12	3,688			
12/08/20	001-1510-536.46-00	5,923	UTIL PAY KIOSK -CITY HALL RES# 2020-249		904
	001-1510-536.64-15	56,127			
04/08/21	001-1510-536.12-00	(2,547)	MID YEAR PAYROLL ADJ		2448
	001-1510-536.12-12	2,547			
3	Budget Amendments/Transfers		Division 1510 Total	$66,044	
1600 - GENERAL OPERATIONS					
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE		281
	001-1600-513.56-15	(35,006)			
	001-1600-513.31-00	89,159			
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-1600-513.48-00	(900)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.48-00	900			
11/10/20	001-1600-513.39-00	(10,426)	COVER INCR PD PATROL CARS RES# 2020-238		544
	001-1600-513.39-00	(200,000)	COVID 19 PAYOUTS RES# 2020-235		558
	001-1600-513.39-00	(132,703)			
	001-1600-581.91-03	4,083			
11/16/20	001-1600-513.31-33	(197,955)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.52-33	(100,548)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/16/20	001-1600-513.52-33	100,548	ASSIGN AD BUDG PROJ #S	405
	001-1600-513.31-33	197,955		
12/08/20	001-1600-513.31-00	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249	904
01/12/21	001-1600-513.56-15	7,750	CLEARGOV GEN FUND PORTION RES# 2021-003	1279
	001-1600-513.42-00	999	IM SOL FY20 PO ROLL 76865 RES# 2021-003	1279
	001-1600-513.55-00	1,140		
	001-1600-513.31-00	31,725		
	001-1600-513.52-00	40,833		
	001-1600-513.31-00	96,000	INFO TECH RES PO 76923 RES# 2021-003	1279
	001-1600-513.31-00	11,000	THALES CONS FY20 PO 76869 RES# 2021-003	1279
01/26/21	001-1600-513.83-01	85,000	COCOA HS TRACK IMP DONATE RES# 21-005	1466
04/08/21	001-1600-513.51-00	(1,259)	FUND OVERDRAWN OPER EXP	2448
	001-1600-513.52-00	1,259		
04/13/21	001-1600-513.39-00	(85,000)	SETTLMNT / PARKIT CONSTR RES# 21-293	2526
	001-1600-513.49-00	85,000		
04/27/21	001-1600-513.39-00	100,474	COVER BUDGT COSTS / COVID RES# 2021-039	2711
	001-1600-513.39-00	60,000	LEE WENNER MAINT / BRE CO RES# 2021-039	2711
	001-1600-513.39-00	(15,000)	REVIEW GROUP INS CONTRACT RES# 2021-039	2711
	001-1600-513.31-00	15,000		
	001-1600-513.81-00	1	TIF REVENUE ROUNDING ERR RES# 2021-039	2711
	001-1600-513.39-00	(8,013)	UNEMP / NOT CARES REIMBRS RES# 2021-039	2711
	001-1600-513.25-00	8,013		
05/01/21	001-1600-513.39-00	(10,000)	BREVARD MUSEUEM HVAC RES# 2021-045	3009
05/11/21	001-1600-513.39-00	(17,000)	TXF FNDS / BREV MUSEUM RES# 2021-045	2968
06/22/21	001-1600-513.39-00	(110,000)	INC CTY ATTY NON RET BUDG RES# 2021-054	3556
	001-1600-514.31-01	110,000		
07/27/21	001-1600-513.39-00	(2,050)	RMV EXCS BDGT FOREST GRNT RES# 2021-068	3987
	001-1600-513.39-00	17,213		
24	Budget Amendments/Transfers		Division 1600 Total	($12,189)
1601 - EMERGENCY/DISASTER SVS				
01/12/21	001-1601-525.64-00	37,000	DECON UNITS COVID RESP RES# 2021-003	1279
1	Budget Amendments/Transfers		Division 1601 Total	$37,000
1801 - HUMAN RESOURCES				
11/10/20	001-1801-513.24-00	8	COVID 19 PAYOUTS RES# 2020-235	558
	001-1801-513.22-00	314		
	001-1801-513.21-00	359		
	001-1801-513.12-12	4,689		
04/08/21	001-1801-513.12-00	(637)	MID YEAR PAYROLL ADJ	2448
	001-1801-513.12-12	637		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2	Budget Amendments/Transfers		Division 1801 Total	$5,370	
1805 - CITY CLERK					
11/10/20	001-1805-513.24-00	3	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.22-00	17			
	001-1805-513.21-00	123			
	001-1805-513.12-12	1,607			
1	Budget Amendments/Transfers		Division 1805 Total	$1,750	
2100 - POLICE ADMIN/OPERATIONS					
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213		124
11/05/20	001-2100-521.64-00	(352,824)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-00	(147,890)			
	001-2100-521.44-00	(79,692)			
	001-2100-521.34-00	(51,308)			
	001-2100-521.49-21	(20,000)			
	001-2100-521.40-00	(14,508)			
	001-2100-521.55-00	(13,178)			
	001-2100-521.56-15	(12,014)			
	001-2100-521.46-00	(9,130)			
	001-2100-521.54-00	(6,310)			
	001-2100-521.41-00	(5,825)			
	001-2100-521.47-00	(5,625)			
	001-2100-521.46-03	(2,650)			
	001-2100-521.48-00	(500)			
	001-2100-521.42-00	(330)			
	001-2100-521.51-00	(250)			
	001-2100-521.56-15	26			
	001-2100-521.56-15	58			
	001-2100-521.54-00	80			
	001-2100-521.54-00	100			
	001-2100-521.47-00	120			
	001-2100-521.52-00	120			
	001-2100-521.55-00	120			
	001-2100-521.54-00	150			
	001-2100-521.51-00	250			
	001-2100-521.54-00	260			
	001-2100-521.54-00	265			
	001-2100-521.47-00	283			
	001-2100-521.42-00	330			
	001-2100-521.56-15	410			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.55-00	495	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.46-03	500		
	001-2100-521.48-00	500		
	001-2100-521.41-00	501		
	001-2100-521.52-00	633		
	001-2100-521.47-00	750		
	001-2100-521.47-00	875		
	001-2100-521.40-00	981		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.41-00	1,004		
	001-2100-521.52-00	1,015		
	001-2100-521.55-00	1,020		
	001-2100-521.34-00	1,055		
	001-2100-521.46-03	1,150		
	001-2100-521.52-00	1,150		
	001-2100-521.47-00	1,283		
	001-2100-521.40-00	1,352		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,458		
	001-2100-521.52-00	1,473		
	001-2100-521.55-00	1,998		
	001-2100-521.52-00	2,174		
	001-2100-521.47-00	2,314		
	001-2100-521.40-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.40-00	2,500		
	001-2100-521.54-00	2,500		
	001-2100-521.54-00	2,955		
	001-2100-521.52-00	3,440		
	001-2100-521.41-00	4,320		
	001-2100-521.46-00	4,430		
	001-2100-521.55-00	4,515		
	001-2100-521.46-00	4,700		
	001-2100-521.52-00	4,751		
	001-2100-521.52-00	4,770		
	001-2100-521.55-00	5,030		
	001-2100-521.40-00	5,892		
	001-2100-521.52-00	5,952		
	001-2100-521.52-00	6,144		
	001-2100-521.52-00	7,392		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.52-00	7,753	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.44-00	7,800		
	001-2100-521.52-00	8,514		
	001-2100-521.52-00	9,114		
	001-2100-521.64-00	9,582		
	001-2100-521.52-00	10,744		
	001-2100-521.52-00	11,088		
	001-2100-521.56-15	11,520		
	001-2100-521.44-00	17,670		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	22,578		
	001-2100-521.64-00	24,742		
	001-2100-521.52-00	34,293		
	001-2100-521.34-00	50,253		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	318,500		
11/10/20	001-2100-521.52-00	(278)	COVER COSTS AFIS LIVESCAN RES# 2020-239	556
	001-2100-521.64-00	278		
	001-2100-521.64-00	10,426	COVER INCR PD PATROL CARS RES# 2020-238	544
	001-2100-521.22-00	33	COVID 19 PAYOUTS RES# 2020-235	558
	001-2100-521.24-00	1,109		
	001-2100-521.22-00	1,671		
	001-2100-521.21-00	2,565		
	001-2100-521.24-00	7,516		
	001-2100-521.13-00	8,584		
	001-2100-521.21-00	10,486		
	001-2100-521.22-01	21,265		
	001-2100-521.12-12	33,526		
	001-2100-521.12-00	121,153		
	001-2100-521.52-12	(16,980)	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-2100-521.52-22	33,960		
	001-2100-521.23-00	(10,743)	RED FY21 VOCA GR AWARD RES# 2020-230	551
	001-2100-521.22-00	(7,257)		
	001-2100-521.21-00	(5,919)		
	001-2100-521.27-00	(4,800)		
	001-2100-521.12-00	(3,422)		
	001-2100-521.24-00	(132)		
	001-2100-521.64-00	(24,724)	TXFR VOCA MATCH TO PATROL RES# 2020-230	550
	001-2100-521.64-00	24,724		
11/16/20	001-2100-521.52-12	(16,980)	ASSIGN AD BUDG PROJ #S	405

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/16/20	001-2100-521.52-12	16,980	ASSIGN AD BUDG PROJ #S	405
12/22/20	001-2100-521.12-00	(1,345)	CORR NEG BAL PD ACCTS	1067
	001-2100-521.45-00	(150)		
	001-2100-521.49-00	150		
	001-2100-521.49-00	1,345		
01/12/21	001-2100-521.64-00	53,574	DANA SAFETY EQ PO 76923 RES# 2021-003	1279
01/26/21	001-2100-521.49-21	(5,000)	ADDTNL NARCA FIRST RESPON	1543
	001-2100-521.52-00	5,000		
	001-2100-521.49-00	(1,345)	CORR DEC CLEANUP	1543
	001-2100-521.49-02	1,345		
03/09/21	001-2100-521.52-00	(1,090)	CORR BUDGT AMNT	2023
	001-2100-521.52-00	390		
	001-2100-521.52-00	700		
04/27/21	001-2100-521.52-12	4,684	5 PD VEST / FY20 FNDS RES# 2021-039	2711
	001-2100-521.52-00	(277)	ACCESSORIES FOR JAG CAM RES# 2021-039	2711
	001-2100-521.52-14	277		
	001-2100-521.52-14	6,077	CAMERAS FOR PARK RES# 2021-039	2711
	001-2100-521.12-00	(9,666)	CAMERAS FOR PARK / TICKET RES# 2021-039	2711
	001-2100-521.56-15	3,589	TICKET WRITER RES# 2021-039	2711
06/08/21	001-2100-521.64-00	3,697	CONVERT VEHICLE TO K9 UNI	3314
	001-2100-521.45-00	(1,700)	REPLACE FINGERPRINT SCAN	3314
	001-2100-521.52-00	1,700		
	001-2100-521.13-00	(47,059)	SUSTAIN VEHICLES & FUEL	3314
	001-2100-521.52-30	20,842		
	001-2100-521.46-03	22,520		
23 Budget Amendments/Transfers			Division 2100 Total $281,786	
2101 - POLICE COMMUNICATIONS				
11/05/20	001-2101-521.40-00	(8,413)	ASSIGN AD BUDG PROJ #S	405
	001-2101-521.34-00	(5,874)		
	001-2101-521.55-00	(1,000)		
	001-2101-521.54-00	(175)		
	001-2101-521.52-00	(150)		
	001-2101-521.52-00	150		
	001-2101-521.54-00	175		
	001-2101-521.55-00	1,000		
	001-2101-521.34-00	5,874		
	001-2101-521.40-00	8,413		
11/10/20	001-2101-521.24-00	7	COVID 19 PAYOUTS RES# 2020-235	558
	001-2101-521.24-00	72		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-2101-521.21-00	276	COVID 19 PAYOUTS RES# 2020-235		558
	001-2101-521.21-00	1,962			
	001-2101-521.22-00	2,562			
	001-2101-521.12-12	3,602			
	001-2101-521.12-00	24,729			
12/22/20	001-2101-521.45-00	(225)	CORR NEG BAL PD ACCTS		1067
	001-2101-521.49-00	225			
04/08/21	001-2101-521.12-00	(1,153)	MID YEAR PAYROLL ADJ		2448
	001-2101-521.12-12	1,153			
04/27/21	001-2101-521.12-00	(20,000)	FNDS FOR OT ACCOUNT RES# 2021-039		2711
	001-2101-521.14-00	20,000			
5 Budget Amendments/Transfers				Division 2101 Total $33,210	
2132 - CODE ENFORCEMENT					
11/10/20	001-2132-524.24-00	29	COVID 19 PAYOUTS RES# 2020-235		558
	001-2132-524.22-00	55			
	001-2132-524.21-00	84			
	001-2132-524.12-12	1,090			
12/22/20	001-2132-524.51-00	(300)	CORR NEG BAL PD ACCTS		1067
	001-2132-524.45-00	(45)			
	001-2132-524.49-00	45			
	001-2132-524.52-00	300			
03/09/21	001-2132-524.12-00	(3,300)	FUEL FUND / PC MONITOR		2023
	001-2132-524.56-15	300			
	001-2132-524.52-30	3,000			
04/08/21	001-2132-524.52-00	(75)	FND OVERDRAWN FUEL, OIL		2448
	001-2132-524.52-30	75			
05/18/21	001-2132-524.40-00	(1,950)	OPER SUPPLIES FOR FY21		3011
	001-2132-524.52-00	1,950			
5 Budget Amendments/Transfers				Division 2132 Total $1,258	
2200 - FIRE ADMINISTRATION					
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/10/20	001-2200-522.24-00	150	COVID 19 PAYOUTS RES# 2020-235		558
	001-2200-522.21-00	221			
	001-2200-522.12-12	2,884			
01/26/21	001-2200-522.34-00	5,883	ADD FNDS / FIRE INSPECTOR		1543
03/09/21	001-2200-522.34-00	1,325	PDCS SERVICES / FIRE PLAN		2023
04/08/21	001-2200-522.46-02	(100)	FND OVERDRAWN REPAIR/MAIN		2448
	001-2200-522.46-03	100			
05/18/21	001-2200-522.40-00	(100)	NEW MONITOR AND PRINTER		3011

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/18/21	001-2200-522.52-00	100	NEW MONITOR AND PRINTER		3011
06/08/21	001-2200-522.46-02	(1,100)	VEHICLE REPAIRS /SUPPLIES		3314
	001-2200-522.51-00	500			
	001-2200-522.46-03	600			
7	Budget Amendments/Transfers		Division 2200 Total	$43,643	
2201 - FIRE OPERATIONS					
11/10/20	001-2201-522.24-00	1,567	COVID 19 PAYOUTS RES# 2020-235		558
	001-2201-522.21-00	2,309			
	001-2201-522.12-12	30,178			
11/16/20	001-2201-522.64-00	(45,000)	ASSIGN AD BUDG PROJ #S		405
	001-2201-522.64-00	10,000			
	001-2201-522.64-00	35,000			
01/26/21	001-2201-522.55-00	(5,883)	ADD FNDS / FIRE INSPECTOR		1543
03/09/21	001-2201-522.55-00	(1,325)	PDCS SERVICES / FIRE PLAN		2023
04/27/21	001-2201-522.12-12	46,912	ACCRUAL PAYOUTS REG SAL RES# 2021-039		2711
	001-2201-522.12-00	(1,497)	HIGHER TAX COMMISSIONS RES# 2021-039		2711
	001-2201-522.34-00	1,497			
06/08/21	001-2201-522.55-00	(444)	C/O FOR PO# 77110		3314
	001-2201-522.34-00	444			
7	Budget Amendments/Transfers		Division 2201 Total	$73,758	
3200 - ADMINISTRATION					
11/10/20	001-3200-515.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-3200-515.22-00	209			
	001-3200-515.21-00	316			
	001-3200-515.12-12	4,119			
11/17/20	001-3200-515.31-00	17,425	R/O PO # 76297 S&ME RES# 2020-245		625
	001-3200-515.34-00	8,656	R/O PO #76172 Geosyntec RES# 2020-245		625
03/09/21	001-3200-515.34-00	(1,199)	CORR NEG BAL AD SVCS ACCT		2023
	001-3200-515.56-15	159			
	001-3200-515.52-00	339			
	001-3200-515.54-00	701			
04/08/21	001-3200-515.51-00	(701)	AMERICAN PLAN ASSOC DUES		2448
	001-3200-515.54-00	701			
	001-3200-515.12-00	(339)	FND OVERDRAWN OP SUPPLY		2448
	001-3200-515.52-00	339			
	001-3200-515.12-00	(689)	MID YEAR PAYROLL ADJ		2448
	001-3200-515.12-00	(10)			
	001-3200-515.14-00	10			
	001-3200-515.12-12	689			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/27/21	001-3200-515.12-00	(59,971)	CORR C NEUT PR BUDG CHARLENE NEUTERMAN		3157
	001-3200-515.22-00	(16,366)			
	001-3200-515.21-00	(4,638)			
	001-3200-515.23-00	(3,046)			
	001-3200-515.27-00	(1,920)			
	001-3200-515.24-00	(107)			
06/08/21	001-3200-515.62-00	750,000	AFB /BLAKE SUBDIV HOUSING RES# 2021-043		3312
	001-3200-515.49-00	(800)	VERIZON PO / REMAINDER FY		3314
	001-3200-515.41-00	800			
10	Budget Amendments/Transfers			Division 3200 Total $694,688	
3205 - ECONOMIC DEVELOPMENT					
11/10/20	001-3205-559.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	001-3205-559.21-00	89			
	001-3205-559.22-00	99			
	001-3205-559.12-12	1,154			
01/12/21	001-3205-554.83-10	54,741	CARES FUNDS #107-2020 RES# 2021-003		1279
05/27/21	001-3205-559.24-00	107	CORR C NEUT PR BUDG CHARLENE NEUTERMAN		3157
	001-3205-559.27-00	1,920			
	001-3205-559.23-00	3,046			
	001-3205-559.21-00	4,638			
	001-3205-559.22-00	16,366			
	001-3205-559.12-00	59,971			
3	Budget Amendments/Transfers			Division 3205 Total $142,133	
3500 - ADMINISTRATION					
11/10/20	001-3500-519.24-00	1	COVID 19 PAYOUTS RES# 2020-235		558
	001-3500-519.21-00	22			
	001-3500-519.12-12	286			
01/26/21	001-3500-519.48-00	(100)	SOLID WASTE TRNG CLASS		1543
	001-3500-519.55-00	100			
04/08/21	001-3500-519.51-00	(16)	ADMIN CELL PHONE		2448
	001-3500-519.41-00	16			
3	Budget Amendments/Transfers			Division 3500 Total $309	
3510 - STREET MANAGEMENT					
11/05/20	001-3510-541.64-00	(70,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	70,000			
11/10/20	001-3510-541.46-00	(16,293)	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-3510-541.63-00	16,293			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	001-3510-541.63-00	50,000	AURORA ST SIDEWALK PROJ RES# 2020-236	555
	001-3510-541.21-00	52	COVID 19 PAYOUTS RES# 2020-235	558
	001-3510-541.24-00	70		
	001-3510-541.12-12	679		
11/16/20	001-3510-541.63-00	(300,000)	ASSIGN AD BUDG PROJ #S	405
	001-3510-541.63-00	300,000		
11/17/20	001-3510-541.46-00	58,161	R/O PO #75367 Goodson Pav RES# 2020-245	625
	001-3510-541.46-00	2	R/O PO #75368 Goodson Pav RES# 2020-245	625
	001-3510-541.63-04	7,750	R/O PO #76438 Parkit Con RESO #2020-245	625
	001-3510-541.46-00	1	R/P PO #76124 Goodson Pav RES# 2020-245	625
04/13/21	001-3510-541.63-04	(4,402)	CORRECT BUDGET RES# 21-293	2526
06/08/21	001-3510-541.46-00	15,000	ADD'L TIFT / AURORA ST RES# 21-362	3313
	001-3510-541.46-00	200,000	AFB / DIAMND SQ PAVING RES# 2021-043	3312
	001-3510-541.63-00	400,000		
11 Budget Amendments/Transfers			Division 3510 Total $727,313	
3520 - PARKS & BEAUTIFICATION				
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS	301
11/05/20	001-3520-572.64-00	(17,000)	ASSIGN AD BUDG PROJ #S	405
	001-3520-572.64-00	17,000		
11/10/20	001-3520-572.21-00	280	COVID 19 PAYOUTS RES# 2020-235	558
	001-3520-572.24-00	372		
	001-3520-572.12-12	3,655		
	001-3520-572.31-13	25,000	FIND - BOAT RAMP REHAB RES# 2020-678	561
	001-3520-572.31-14	30,000	FIND - LEE WENNER DREDGE RES# 2020-677	560
	001-3520-572.31-14	30,000	FIND GRANT DREDGING RES# 2020-233	534
	001-3520-572.31-13	25,000	FIND GRANT LWP RAMP RES# 2020-232	536
12/08/20	001-3520-572.64-00	(14,879)	CORR PROJ # FOR MOWERS	870
	001-3520-572.64-00	14,879		
04/08/21	001-3520-572.46-00	(4,220)	CINTAS UNIFORMS	2448
	001-3520-572.52-00	4,220		
	001-3520-572.46-00	(1,800)	PCARD SPND / TREE SERVICE	2448
	001-3520-572.49-00	1,800		
05/11/21	001-3520-572.34-09	2,590	TXF FNDS / BREV MUSEUM RES# 2021-045	2968
05/18/21	001-3520-572.46-00	(10,000)	FY21 OT & OPER COSTS	3011
	001-3520-572.46-02	18	MAKE R&M POSITIVE FY21	3011
	001-3520-572.52-00	9,982	OPERATING COSTS FY21	3011
	001-3520-572.14-00	6,000	OVERTIME COSTS FY21	3011
06/08/21	001-3520-572.34-00	(13,000)	ADDITIONAL MOWING AREAS	3314
	001-3520-572.34-09	13,000		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/08/21	001-3520-572.46-00	16,000	AFB PD BLDG REPAIRS RES# 2021-043		3312
07/23/21	001-3520-572.31-11	(12,787)	ASSIGN BUDG TO PROJ #		3926
	001-3520-572.31-11	12,787			
07/27/21	001-3520-572.31-11	(17,213)	RMV EXCS BDGT FOREST GRNT RES# 2021-068		3987
	001-3520-572.31-11	2,050			
	001-3520-572.31-11	2,050			
19	Budget Amendments/Transfers		Division 3520 Total	$142,384	
3540 - PUBLIC WORKS- FLEET MAINT					
11/10/20	001-3540-519.24-00	73	COVID 19 PAYOUTS RES# 2020-235		558
	001-3540-519.21-00	199			
	001-3540-519.12-12	2,601			
11/16/20	001-3540-519.64-00	(10,000)	ASSIGN AD BUDG PROJ #S		405
	001-3540-519.64-00	10,000			
04/08/21	001-3540-519.64-00	(6,932)	R WASHINTON DEPLY COSTS		2448
	001-3540-519.49-00	6,932			
05/18/21	001-3540-519.55-00	(180)	CDL / CLASS B LICENSE		3011
	001-3540-519.49-00	180			
	001-3540-519.46-00	(4,000)	DIVIDER & WINDOW CUST SVC		3011
	001-3540-519.46-02	4,000			
07/20/21	001-3540-519.63-00	292,153	REMOVE/REPLACE FUEL TANKS RES# 2021-043		3872
6	Budget Amendments/Transfers		Division 3540 Total	$295,026	
3560 - FACILITY MANAGEMENT					
11/10/20	001-3560-519.24-00	224	COVID 19 PAYOUTS RES# 2020-235		558
	001-3560-519.21-00	439			
	001-3560-519.12-12	5,739			
11/16/20	001-3560-519.64-00	(173,500)	ASSIGN AD BUDG PROJ #S		405
	001-3560-519.64-00	34,500			
	001-3560-519.64-00	37,000			
	001-3560-519.64-00	45,000			
	001-3560-519.64-00	57,000			
01/12/21	001-3560-519.64-00	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
04/08/21	001-3560-519.12-00	(120)	MID YEAR PAYROLL ADJ		2448
	001-3560-519.20-00	120			
05/01/21	001-3560-519.64-00	10,000	BREVARD MUSEUEM HVAC RES# 2021-045		3009
05/11/21	001-3560-519.34-00	1,470	TXF FNDS / BREV MUSEUM RES# 2021-045		2968
	001-3560-519.46-02	4,190			
	001-3560-519.43-00	8,750			
05/18/21	001-3560-519.64-00	(7,200)	FY21 OT & OPER COSTS		3011
	001-3560-519.64-00	(4,800)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/18/21	001-3560-519.14-00	6,000	OVERTIME COSTS FY21		3011
06/08/21	001-3560-519.46-02	24,000	AFB PD BLDG REPAIRS RES# 2021-043		3312
	001-3560-519.64-00	32,000			
	001-3560-519.64-00	135,000			
	001-3560-519.62-00	352,000			
9 Budget Amendments/Transfers			Division 3560 Total	$602,812	
3580 - CAPITAL PROJECTS MNGMT					
11/10/20	001-3580-519.24-00	4	COVID 19 PAYOUTS RES# 2020-235		558
	001-3580-519.22-00	46			
	001-3580-519.21-00	160			
	001-3580-519.12-12	2,088			
07/26/21	001-3580-519.62-00	82,500	PARK IMP / BATHROOMS RES# 2021-043		3955
	001-3580-519.62-00	82,500			
	001-3580-519.62-00	82,500			
	001-3580-519.64-00	8,000	PARK IMP / FENCE, BTHROOM RES# 2021-043		3956
	001-3580-519.46-02	40,000			
	001-3580-519.46-02	60,000			
	001-3580-519.63-00	125,000			
	001-3580-519.63-00	130,000			
	001-3580-519.63-00	537,000			
	001-3580-519.31-00	12,000	PARK IMP / PARK UNIFY RES# 2021-043		3957
	001-3580-519.46-00	463,000			
	001-3580-519.62-00	85,000	PARK IMP / PAVILLION RES# 2021-043		3955
	001-3580-519.64-00	625,000	PARK IMP / SPLASH PAD RES# 2021-043		3955
6 Budget Amendments/Transfers			Division 3580 Total	$2,334,798	
160 Total Budget Amendments/Transfers			**GENERAL FUND**	**$5,565,617**	
3240 - HOUSING GRANTS					
11/17/20	103-3240-554.83-09	13,780	R/O PO # 76904 Cent Brev RESO #2020-234		625
	103-3240-554.83-00	348	R/O PO #76234 Green Leaf RES# 2020-245		625
	103-3240-554.83-00	8,308	R/O PO #76898 P Lynch Con RES# 2020-245		625
	103-3240-554.83-09	13,237	R/O PO #76903 Salv Army RES# 2020-245		625
	103-3240-554.83-09	13,780	R/O PO #76906 Comm Svcs RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76938 Salv Army RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76939 Cent Brev RES# 2020-245		625
12/08/20	103-3240-581.91-01	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
01/26/21	103-3240-554.83-00	(3,500)	INC OP BUDGET DUE TO COVID		1543
	103-3240-554.54-00	1,225			
	103-3240-554.51-00	2,275			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/23/21	103-3240-554.12-09	20,672	ADMIN COST CARES GRANT RES# 2021-023		2216
04/08/21	103-3240-554.12-00	(392)	MID YEAR PAYROLL ADJ		2448
	103-3240-554.12-12	392			
07/13/21	103-3240-581.91-08	37,000	INC BUDG - ADDL LOAN PMT RES# 2021-063		3810
12	Budget Amendments/Transfers		Division 3240 Total	$323,465	
	12 Total Budget Amendments/Transfers		**CDBG**	**$323,465**	
3240 - HOUSING GRANTS					
11/17/20	104-3240-554.83-00	260,000	R/O PO #74638 Comm Housg RES# 2020-245		625
04/08/21	104-3240-554.12-00	(98)	MID YEAR PAYROLL ADJ		2448
	104-3240-554.12-12	98			
04/13/21	104-3240-554.83-00	(21,926)	REDUCE HOME CARRY FORWARD RES# 21-265		2524
	104-3240-554.83-00	(260,000)	REV BAF #210-033A PO ROLL RES# 21-265		2524
4	Budget Amendments/Transfers		Division 3240 Total	($21,926)	
	4 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**($21,926)**	
3240 - HOUSING GRANTS					
11/17/20	105-3240-554.83-00	100	R/O PO # 76080 Fed Title RES# 2020-245		625
	105-3240-554.83-00	300	R/O PO #76003 Gr Leaf Hom RESO #2020-234		625
	105-3240-554.83-00	10,000	R/O PO #76898 P Lynch Con RESO #2020-234		625
3	Budget Amendments/Transfers		Division 3240 Total	$10,400	
	3 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$10,400**	
3200 - ADMINISTRATION					
11/10/20	107-3200-515.22-00	24	COVID 19 PAYOUTS RES# 2020-235		558
	107-3200-515.24-00	67			
	107-3200-515.21-00	284			
	107-3200-515.12-12	3,709			
03/09/21	107-3200-515.34-00	(763)	CHROMEBOOK PURCHASE		2023
	107-3200-515.56-15	763			
04/08/21	107-3200-515.52-00	(303)	CHROMEBOOK PURCHASE		2448
	107-3200-515.56-15	303			
	107-3200-515.23-04	(4,265)	MID YEAR PAYROLL ADJ		2448
	107-3200-515.15-00	(240)			
	107-3200-515.12-12	(229)			
	107-3200-515.14-00	(20)			
	107-3200-515.12-00	20			
	107-3200-515.12-00	229			
	107-3200-515.12-00	240			
	107-3200-515.23-00	4,265			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4	Budget Amendments/Transfers		Division 3200 Total	$4,084	
	4 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
3240 - HOUSING GRANTS					
07/13/21	108-3240-517.71-00	37,000	INC BUDG - ADDL LOAN PMT RES# 2021-063		3810
1	Budget Amendments/Transfers		Division 3240 Total	$37,000	
	1 Total Budget Amendments/Transfers		**SEC 108 LOAN GUARANTEE**	**$37,000**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			
11/10/20	110-3230-559.39-00	(254)	COVID 19 PAYOUTS RES# 2020-235		558
	110-3230-559.24-00	1			
	110-3230-559.21-00	17			
	110-3230-559.22-00	19			
	110-3230-559.12-12	217			
	110-3230-559.39-00	(5,000)	CRA FINANCIAL STATEMENT RES# 2020-757		559
	110-3230-559.32-00	5,000			
	110-3230-559.39-00	(25,000)	FIND - BOAT RAMP REHAB RES# 2020-678		561
	110-3230-581.91-32	25,000			
	110-3230-559.39-00	(30,000)	FIND - LEE WENNER DREDGE RES# 2020-677		560
	110-3230-581.91-01	30,000			
11/17/20	110-3230-559.63-00	18,664	R/O PO # 76293 Infr Sol RES# 2020-245		625
	110-3230-559.63-00	28,750	R/O PO #74623 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	12,118	R/O PO #76666 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	46,389	R/O PO #76790 S&ME RES# 2020-245		625
12/08/20	110-3230-559.39-00	(4,517)	ISS T/O 2020-14 PKG STUDY RES# 20-820		917
	110-3230-559.31-00	4,517			
	110-3230-559.39-00	(39,918)	LEE WENNER FISH PIER EVAL & DESIGN - RES# 20-823		918
	110-3230-559.31-00	39,918			
02/09/21	110-3230-559.39-00	(60,000)	FIGURINES-GATEWAY PROJ RES# 21-103		1684
	110-3230-559.63-00	60,000			
03/09/21	110-3230-559.39-00	(115,360)	COCOA VILLAGE CROSSWALKS RES# 21-191		2043
	110-3230-559.63-00	115,360			
	110-3230-559.39-00	(830)	CROSSWALK MARKER LIGHTS RES# 21-192		2044
	110-3230-559.52-00	830			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/05/21	110-3230-559.31-00	(66,087)	LEE WENNER PARKING IMP RES# 21-235		2437
	110-3230-559.63-00	66,087			
05/18/21	110-3230-559.39-00	(5,000)	CRA AUDIT STATEMENTS RES# 20-757		3010
	110-3230-559.32-00	5,000			
06/07/21	110-3230-559.39-00	(11,210)	REPLACE DECORATIVE LIGHTS RES# 21-407		3321
	110-3230-559.46-00	11,210			
19 Budget Amendments/Transfers			Division 3230 Total	$105,921	
19 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$105,921**	
3230 - CRA ADMIN/OPERATIONS					
10/19/20	111-3230-559.39-00	(5,000)	CRA AUDIT STATEMENTS RES# 20-711		2984
	111-3230-559.32-00	5,000			
	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701		209
	111-3230-559.45-00	50			
11/10/20	111-3230-559.39-00	(87)	COVID 19 PAYOUTS RES# 2020-235		558
	111-3230-559.24-00	1			
	111-3230-559.21-00	6			
	111-3230-559.22-00	7			
	111-3230-559.12-12	73			
11/17/20	111-3230-559.39-00	(3,100)	APP / SURVEY 2 PARCELS RES# 2020-786		594
	111-3230-559.31-00	3,100			
02/09/21	111-3230-559.39-00	(3,600)	SIGN REPAIR / REPLACE CRA RES# 21-102		1685
	111-3230-559.46-00	3,600			
03/15/21	111-3230-559.39-00	(600)	INC LEGAL SVCS ACCT DSCRA RES# 21-165		2161
	111-3230-559.31-01	600			
05/17/21	111-3230-559.39-00	(6,000)	10 SMER CAMP SCHOLRSHPS JLS CNTR - RES # 21-348		3155
	111-3230-559.49-00	6,000			
07/21/21	111-3230-559.39-00	(600)	COVER DM SQ LEGAL EXP RES #21-482		3897
	111-3230-559.31-01	600			
8 Budget Amendments/Transfers			Division 3230 Total	$0	
8 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/17/20	112-3230-559.31-01	265	R/O PO # 75259 J Colombo RES# 2020-245		625
06/16/21	112-3230-559.32-00	5,000	US1 CRA AUDIT COSTS		3498
2 Budget Amendments/Transfers			Division 3230 Total	$5,265	
2 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$5,265**	
1510 - FINANCE UTILITY ACCOUNTNG					
07/20/21	130-1510-536.83-02	180,000	ARPA / UTIL BILL PAY CTY RES# 2021-044		3874

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 1510 Total	$180,000	
	1 Total Budget Amendments/Transfers		**AMERICAN RESCUE PLAN FUND**	**$180,000**	
2100 - POLICE ADMIN/OPERATIONS					
04/27/21	141-2100-521.55-00	9,130	BAF 20-086-T FOR PO ROLL RES# 2021-039		2711
1	Budget Amendments/Transfers		Division 2100 Total	$9,130	
	1 Total Budget Amendments/Transfers		**LAW ENFORCEMENT TRUST**	**$9,130**	
3580 - CAPITAL PROJECTS MNGMT					
12/08/20	303-3580-519.63-00	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
06/01/21	303-3580-541.63-09	2,319,585	FISKE BLVD GRANT PROC RES# 2021-050		3243
2	Budget Amendments/Transfers		Division 3580 Total	$3,819,585	
	2 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$3,819,585**	
1506 - INVENTORY					
11/10/20	421-1506-536.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	421-1506-536.21-00	66			
	421-1506-536.12-12	863			
12/08/20	421-1506-536.52-00	(138)	CELL PHONE / WAREHOUSE		870
	421-1506-536.41-00	138			
2	Budget Amendments/Transfers		Division 1506 Total	$931	
1515 - UTILITY SUPPORT SERVICES					
11/10/20	421-1515-536.22-00	89	COVID 19 PAYOUTS RES# 2020-235		558
	421-1515-536.24-00	260			
	421-1515-536.21-00	556			
	421-1515-536.12-12	7,262			
11/16/20	421-1515-536.64-00	(61,500)	ASSIGN AD BUDG PROJ #S		405
	421-1515-536.64-00	61,500			
04/08/21	421-1515-536.52-30	(185)	MAILBOX HIT BY CITY VEH		2448
	421-1515-536.46-00	185			
	421-1515-536.12-00	(968)	MID YEAR PAYROLL ADJ		2448
	421-1515-536.12-12	968			
4	Budget Amendments/Transfers		Division 1515 Total	$8,167	
4010 - WATER ADMINISTRATION					
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE		281
	421-4010-536.31-00	38,952			
11/10/20	421-4010-536.39-00	(75,000)	CLOSING COSTS W/S REV BND RES# 2020-231		554
	421-4010-536.73-00	75,000			
	421-4010-536.39-00	(81,502)	COVID 19 PAYOUTS RES# 2020-235		558
	421-4010-536.22-00	31			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	421-4010-536.24-00	31	COVID 19 PAYOUTS RES# 2020-235		558
	421-4010-536.21-00	239			
	421-4010-536.12-12	3,123			
11/16/20	421-4010-536.64-00	(41,900)	ASSIGN AD BUDG PROJ #S		405
	421-4010-536.64-00	17,000			
	421-4010-536.64-00	24,900			
11/17/20	421-4010-536.31-01	2,421	R/O PO # 76240 Kirwin N RES# 2020-245		625
	421-4010-536.31-00	15,743	R/O PO #76150 Stantec RES# 2020-245		625
	421-4010-536.31-00	51,907	R/O PO #76942 Jacobs RES# 2020-245		625
	421-4010-536.56-15	7,750	R/O PO #76965 Cleargov RES# 2020-245		625
12/08/20	421-4010-536.39-00	(256,410)	RELOC TWO FORCE MAINS RES# 2020-251		905
	421-4010-536.31-00	17,550	STANTEC RATE STUDY C/O RES# 2020-249		904
01/12/21	421-4010-536.39-00	(91,770)	B MAYER TO / Area J&K GS RES #2021-002		1278
	421-4010-581.91-01	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
02/09/21	421-4010-536.39-00	(101,900)	TO 2021-21 / COCOA GROVE RES# 2021-008		1655
02/23/21	421-4010-536.39-00	(223,661)	RICHLAND VALVE/TAP RES# 2021-010		1846
03/09/21	421-4010-581.91-24	31,615	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
	421-4010-536.31-00	(7,647)	JUMPER METER / ENG INSPEC		2023
	421-4010-536.64-00	(17,000)	NEW LAB REFRIDGERATOR		2023
	421-4010-536.52-00	17,000			
04/27/21	421-4010-581.91-24	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036		2710
	421-4010-581.91-24	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037		2710
	421-4010-581.91-24	27,029	WS16MM MOVED TO 424 FND RES# 2021-039		2711
05/11/21	421-4010-581.91-26	927,731	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042		2927
05/25/21	421-4010-536.39-00	7,252	RECL SRF DS BUDG- S2020 RES# 2021-049		3156
06/18/21	421-4010-581.91-01	(91,770)	CORRECTING "TSFR TO" ACT		3584
	421-4010-581.91-24	91,770			
07/27/21	421-4010-581.91-24	34,155	ADD CEMENT MORTAR & LINER RES# 2021-064		3986
	421-4010-536.39-00	(246,325)	REMOVE/REPLACE FUEL TANKS RES# 2021-062		3992
	421-4010-536.63-00	246,325			
25	Budget Amendments/Transfers		Division 4010 Total	$836,044	
4020 - DYAL PLANT					
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera		304
	421-4020-536.46-02	49,000			
11/10/20	421-4020-536.22-00	125	COVID 19 PAYOUTS RES# 2020-235		558
	421-4020-536.24-00	855			
	421-4020-536.21-00	1,848			
	421-4020-536.12-12	24,153			
	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237		553

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	421-4020-536.64-00	36,458	PRCHSE BYPASS PUMP RES# 2020-237	553
11/16/20	421-4020-536.63-00	(160,000)	ASSIGN AD BUDG PROJ #S	405
	421-4020-536.63-00	160,000		
11/17/20	421-4020-536.63-00	59,611	R/O PO # 76439 Jacobs RES# 2020-245	625
	421-4020-536.46-00	91,484	R/O PO # 76864 Ring Power RES# 2020-245	625
	421-4020-536.64-00	186,195	R/O PO # 76947 Xylem RES# 2020-245	625
	421-4020-536.46-00	61,276	R/O PO #75893 CE Power RES# 2020-245	625
	421-4020-536.46-00	4,794	R/O PO #75906 Ring Power RES# 2020-245	625
	421-4020-536.34-00	3,223	R/O PO #76448 BioTech RES# 2020-245	625
	421-4020-536.31-03	9,280	R/O PO #76475 Vortex RES# 2020-245	625
	421-4020-536.46-00	3,396	R/O PO #76934 Blind Spot RES# 2020-245	625
	421-4020-536.46-02	(49,000)	SPECTRUM NETWORK SERVICE RES# 2020-219	595
	421-4020-536.41-00	49,000		
12/08/20	421-4020-536.56-15	23,400	FINISH FIBER RING INSTALL	870
	421-4020-536.64-00	23,890	PURCHASE LAWNMOWERS	870
	421-4020-536.46-02	(47,290)	PURCHASE LAWNMOWERS & FINISH FIBER RING INSTALL	870
03/09/21	421-4020-536.46-00	(31,615)	ADD FNDS DYAL FILTER #2 RES# 2021-015	2022
04/13/21	421-4020-536.46-00	(60,000)	DYAL WTP / AMMONIUM SULFA RES# 21-188	2523
	421-4020-536.52-09	(27,333)		
	421-4020-536.52-09	87,333		
	421-4020-536.43-00	(90,000)	DYAL WTP OPER EXPENSES RES# 21-262	2522
	421-4020-536.46-00	(49,000)		
	421-4020-536.52-00	1,026		
	421-4020-536.52-00	5,820		
	421-4020-536.52-00	7,495		
	421-4020-536.52-00	12,611		
	421-4020-536.52-00	14,000		
	421-4020-536.52-00	98,048		
04/27/21	421-4020-536.46-00	(147,590)	SULFUREATORS ROOF / WALLS RES # 2021-036	2710
	421-4020-536.46-00	(70,155)		
	421-4020-536.46-00	(160,000)	SULFUREATORS ROOF / WALLS RES# 2021-037	2710
	421-4020-536.46-00	(2,842)		
05/18/21	421-4020-536.34-00	(20,000)	EMPIRE CONSULTING FY21	3011
	421-4020-536.56-15	20,000		
06/08/21	421-4020-536.46-00	(49,000)	AMMONIUM SULFATE FOR FY21	3314
	421-4020-536.52-00	4,000		
	421-4020-536.52-00	45,000		
	421-4020-536.43-00	(9,118)	NEW BLOWER / DYAL PLANT	3314
	421-4020-536.64-00	9,118		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
07/13/21	421-4020-536.31-03	65,000	INC SCADA UPGR BUDGET RES# 2021-056	3809
07/27/21	421-4020-536.43-00	(34,155)	ADD CEMENT MORTAR & LINER RES# 2021-064	3986
	421-4020-536.46-02	(25,344)	CST ASSOC W/ NEW A/C UNIT RES# 2021-066	3991
	421-4020-536.64-00	25,344		
27	Budget Amendments/Transfers		Division 4020 Total $64,883	
4025 - WATER FIELD OPERATIONS				
11/10/20	421-4025-536.24-00	500	COVID 19 PAYOUTS RES# 2020-235	558
	421-4025-536.21-00	1,064		
	421-4025-536.12-12	13,905		
11/16/20	421-4025-536.64-00	(354,440)	ASSIGN AD BUDG PROJ #S	405
	421-4025-536.64-00	11,050		
	421-4025-536.64-00	123,858		
	421-4025-536.64-00	219,532		
11/17/20	421-4025-536.46-00	133,948	R/O PO #75930 Goodson RES# 2020-245	625
	421-4025-536.46-00	721	R/O PO #76406 Mead & Hunt RES# 2020-245	625
	421-4025-536.46-00	56,743	R/O PO #76628 DP Develop RES# 2020-245	625
	421-4025-536.46-00	4,507	R/O PO #76777 Mead & Hunt RES# 2020-245	625
	421-4025-536.46-00	3,900	R/O PO #76959 Dial Plbg RES# 2020-245	625
	421-4025-536.56-15	19,038	R/O PO #76964 Morse Comm RES# 2020-245	625
	421-4025-536.55-00	5,480	R/O PO #76987 FW&PCOA RES# 2020-245	625
02/23/21	421-4025-536.46-00	223,661	RICHLAND VALVE/TAP RES# 2021-010	1846
04/08/21	421-4025-536.12-00	(152)	ACCRUAL PAYOUTS	2448
	421-4025-536.12-12	152		
11	Budget Amendments/Transfers		Division 4025 Total $463,467	
4055 - ENGINEERING				
11/10/20	421-4055-536.24-00	59	COVID 19 PAYOUTS RES# 2020-235	558
	421-4055-536.22-00	81		
	421-4055-536.21-00	418		
	421-4055-536.12-12	5,454		
11/16/20	421-4055-536.63-00	(144,141)	ASSIGN AD BUDG PROJ #S	405
	421-4055-536.63-00	43,808		
	421-4055-536.63-00	100,333		
11/17/20	421-4055-536.31-03	12,978	R/O PO # 75740 Bussen May RES# 2020-245	625
	421-4055-536.63-00	27,271	R/O PO # 76691 Carollo RES# 2020-245	625
	421-4055-536.63-00	167,104	R/O PO # 76901 Carollo RES# 2020-245	625
	421-4055-536.63-00	143,094	R/O PO # 76986 Jacobs RES# 2020-245	625
	421-4055-536.63-00	3,182	R/O PO #71688 Mead & Hunt RES# 2020-245	625
	421-4055-536.63-00	1,005	R/O PO #71946 Bussen May RES# 2020-245	625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/17/20	421-4055-536.63-00	27,029	R/O PO #74901 Mead & Hunt RES# 2020-245	625
	421-4055-536.31-03	9,120	R/O PO #75744 Bussen May RES# 2020-245	625
	421-4055-536.63-00	420,315	R/O POn #71924 Brandes RES# 2020-245	625
12/08/20	421-4055-536.63-00	83,490	CAPE CAN WM REPL RES# 2020-249	904
	421-4055-536.63-00	123,061	FORCE MAIN REPAIRS RES# 2020-249	904
	421-4055-536.63-00	210,572	IND PK PUMP STN RES# 2020-249	904
	421-4055-536.63-00	256,410	RELOC TWO FORCE MAINS RES# 2020-251	905
01/12/21	421-4055-536.63-00	200,000	ADD FNDS PROJ WS20GT RES# 2021-003	1279
02/09/21	421-4055-536.63-00	101,900	TO 2021-21 / COCOA GROVE RES# 2021-008	1655
03/09/21	421-4055-536.46-00	7,647	JUMPER METER / ENG INSPEC	2023
04/08/21	421-4055-536.12-00	(1,095)	ACCRUAL PAYOUTS	2448
	421-4055-536.12-12	1,095		
	421-4055-536.49-00	(368)	PURCHASE CHROMEBOOK	2448
	421-4055-536.52-00	368		
04/27/21	421-4055-536.31-03	178,052	MOV BDGT FOR PO 77279 RES# 2021-039	2711
	421-4055-536.63-00	(27,029)	WS16MM MOVED TO 424 FND RES# 2021-039	2711
07/27/21	421-4055-536.63-00	1,003,054	INC PINEDA PROJ BUDG RES# 2021-070	3988
23 Budget Amendments/Transfers			Division 4055 Total $2,954,267	
4120 - WATER RECLAMATION				
11/10/20	421-4120-536.22-00	109	COVID 19 PAYOUTS RES# 2020-235	558
	421-4120-536.24-00	330		
	421-4120-536.21-00	924		
	421-4120-536.12-12	12,075		
11/16/20	421-4120-536.64-00	(77,341)	ASSIGN AD BUDG PROJ #S	405
	421-4120-536.64-15	(10,000)		
	421-4120-536.64-15	10,000		
	421-4120-536.64-00	37,280		
	421-4120-536.64-00	40,061		
12/22/20	421-4120-536.52-00	(368)	CORR NEG BAL W/S ACCTS	1067
	421-4120-536.41-00	368		
01/26/21	421-4120-536.52-00	(2,600)	COVER DEP FINE	1543
	421-4120-536.49-00	2,600		
	421-4120-536.64-00	(5,540)	REBDGT / NOT CAPITAL	1543
	421-4120-536.52-00	5,540		
03/09/21	421-4120-536.52-00	(6,000)	ANNUAL FL DEP RENEWAL	2023
	421-4120-536.49-00	6,000		
	421-4120-536.52-00	(300)	CLASSIFIED ADS	2023
	421-4120-536.49-00	300		
04/08/21	421-4120-536.12-00	(1,081)	CARROLO ENG / PO 77296	2448

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/08/21	421-4120-536.31-03	1,081	CARROLO ENG / PO 77296		2448
	421-4120-536.46-02	(5,771)	DEP ANNUAL SERVICE FEE		2448
	421-4120-536.49-00	5,771			
04/27/21	421-4120-536.63-00	45,243	BRANDES DESIGN PO 071959 RES# 2021-039		2711
	421-4120-536.46-00	(149,643)	CORR GL ACCT PO 77296 RES# 2021-039		2711
	421-4120-536.56-15	600			
	421-4120-536.31-03	149,043			
05/18/21	421-4120-536.52-00	(2,700)	BUY 4 FLYGT-2085 PUMPS		3011
	421-4120-536.64-00	2,700			
06/08/21	421-4120-536.46-00	(2,500)	BUILDING MAINTENANCE		3314
	421-4120-536.46-02	2,500			
07/27/21	421-4120-536.52-09	(15,000)	CLARIFIER ARM REPAIR RES# 2021-061		3990
	421-4120-536.55-00	(12,000)			
	421-4120-536.64-15	(10,000)			
	421-4120-536.44-00	(4,000)			
	421-4120-536.46-00	41,000			
	421-4120-536.63-00	2,836,252	PROV BUDG FOR PINEDA RES# 2021-069		3989
15	Budget Amendments/Transfers		Division 4120 Total	$2,894,933	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
11/10/20	421-4125-536.24-00	231	COVID 19 PAYOUTS RES# 2020-235		558
	421-4125-536.21-00	487			
	421-4125-536.12-12	6,362			
11/16/20	421-4125-536.64-15	(130,000)	ASSIGN AD BUDG PROJ #S		405
	421-4125-536.64-15	130,000			
11/17/20	421-4125-536.46-00	3,060	R/O PO # 76711 EJ USA RES# 2020-245		625
	421-4125-536.46-00	7,430	R/O PO # 76954 Barneys RES# 2020-245		625
	421-4125-536.46-00	3,300	R/O PO # 76955 Graybar RES# 2020-245		625
	421-4125-536.64-00	149,980	R/O PO #76667 Mid Fl Dies RES# 2020-245		625
04/08/21	421-4125-536.12-00	(311)	ACCRUAL PAYOUTS		2448
	421-4125-536.12-12	311			
8	Budget Amendments/Transfers		Division 4125 Total	$170,850	
115	Total Budget Amendments/Transfers		**WATER/SEWER FUND**	**$7,393,542**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/27/20	423-3570-538.63-00	28,736	Wilson Ave SW pipe	302
11/10/20	423-3570-538.63-00	(35,550)	CORR ACCT - DRAINAGE PROJ RES# 2020-238	540
	423-3570-538.64-00	35,550		
	423-3570-538.39-00	(2,754)	COVID 19 PAYOUTS RES# 2020-235	558
	423-3570-538.22-00	38		
	423-3570-538.21-00	177		
	423-3570-538.24-00	235		
	423-3570-538.12-12	2,304		
11/16/20	423-3570-538.63-00	(480,000)	ASSIGN AD BUDG PROJ #S	405
	423-3570-538.31-33	(6,946)		
	423-3570-538.52-33	(3,528)		
	423-3570-538.52-33	3,528		
	423-3570-538.31-33	6,946		
	423-3570-538.63-00	45,000		
	423-3570-538.63-00	45,000		
	423-3570-538.63-00	50,000		
	423-3570-538.63-00	50,000		
	423-3570-538.63-00	100,000		
	423-3570-538.63-00	190,000		
11/17/20	423-3570-538.46-00	92,576	R/O PO # 76547 C&D Const RES# 2020-245	625
	423-3570-538.64-00	(972)	R/O PO #76209 Mead & Hunt RES# 2020-245	625
	423-3570-538.63-00	1,213	R/O PO #76209 Mead & Hunt RESO #2020-245	625
	423-3570-538.63-00	45,460	R/O PO #76945 Infr Sol RES# 2020-245	625
12/08/20	423-3570-538.63-00	(972)	CORR BDGT - PO 76209 FISKE BLVD IMPROVEMENTS	870
	423-3570-538.64-00	972		
12/11/20	423-3570-538.34-10	(27,979)	CORR ACCT # TX COLL FEE FEES	933
	423-3570-538.34-00	27,979		
02/23/21	423-3570-538.39-00	(7,647)	FLOATING WETLAND PROJECT RES# 2021-012	1845
	423-3570-538.63-00	7,647		
03/17/21	423-3570-538.31-00	(2,500)	SAMSARA VEHICLE GPS SVC	2114
	423-3570-538.56-15	2,500		
04/08/21	423-3570-538.12-00	(100)	MID YEAR PAYROLL ADJ	2448
	423-3570-538.12-12	100		
	423-3570-538.63-00	(45,000)	PROJECT TXFR STORMWATER	2448
	423-3570-538.63-00	(10,890)		
	423-3570-538.63-00	14,020		
	423-3570-538.63-00	41,870		
05/18/21	423-3570-538.63-00	(30,000)	FUND MAINT FOR DIV EQUIP	3011
	423-3570-538.46-00	30,000		
07/27/21	423-3570-538.39-00	(34,371)	REMOVE/REPLACE FUEL TANKS RES# 2021-062	3992

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/27/21	423-3570-538.63-00	34,371	REMOVE/REPLACE FUEL TANKS RES# 2021-062		3992
17	Budget Amendments/Transfers		Division 3570 Total	$138,277	
	17 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$138,277**	
4020 - DYAL PLANT					
11/16/20	424-4020-536.63-00	(1,600,000)	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.64-15	(250,000)			
	424-4020-536.64-00	(200,000)			
	424-4020-536.64-00	200,000			
	424-4020-536.63-00	250,000			
	424-4020-536.63-00	250,000			
	424-4020-536.64-15	250,000			
	424-4020-536.63-00	500,000			
	424-4020-536.63-00	600,000			
01/26/21	424-4020-536.64-15	(12,856)	CORR PROJ # PO 77373		1543
	424-4020-536.64-15	12,856			
03/09/21	424-4020-536.63-00	(250,000)	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
	424-4020-536.63-00	31,615			
	424-4020-536.63-00	250,000			
04/27/21	424-4020-536.63-00	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036		2710
	424-4020-536.63-00	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037		2710
07/13/21	424-4020-536.64-15	65,000	INC SCADA UPGR BUDGET RES# 2021-056		3809
07/27/21	424-4020-536.63-00	34,155	ADD CEMENT MORTAR & LINER RES# 2021-064		3986
7	Budget Amendments/Transfers		Division 4020 Total	$511,357	
4025 - WATER FIELD OPERATIONS					
04/13/21	424-4025-536.63-00	102,707	INTERLOCAL / COCOA BEACH RES# 21-258		2525
1	Budget Amendments/Transfers		Division 4025 Total	$102,707	
4055 - ENGINEERING					
11/16/20	424-4055-536.63-00	(7,144,879)	ASSIGN AD BUDG PROJ #S		405
	424-4055-536.63-06	(1,090,000)			
	424-4055-536.63-00	50,000			
	424-4055-536.63-00	120,000			
	424-4055-536.63-00	300,000			
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	964,000			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
01/12/21	424-4055-536.63-00	14,800	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/12/21	424-4055-536.63-00	76,970	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
04/13/21	424-4055-536.63-00	(102,707)	INTERLOCAL / COCOA BEACH RES# 21-258		2525
04/27/21	424-4055-536.63-00	(178,052)	MOV BDGT FOR PO 77279 RES# 2021-039		2711
	424-4055-536.63-00	27,029	WS16MM MOVED TO 424 FND RES# 2021-039		2711
5	Budget Amendments/Transfers		Division 4055 Total	($161,960)	
4120 - WATER RECLAMATION					
11/16/20	424-4120-536.63-00	(525,000)	ASSIGN AD BUDG PROJ #S		405
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
11/16/20	424-4125-536.63-00	(675,000)	ASSIGN AD BUDG PROJ #S		405
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
04/27/21	424-4125-536.63-00	(65,405)	INSITUFORM CHANGE ORDER RES# 2021-035		2714
	424-4125-536.63-00	65,405			
2	Budget Amendments/Transfers		Division 4125 Total	$0	
16	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$452,104**	
4700 - DEBT SERVICE					
12/22/20	425-4700-517.72-12	(1,696,550)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-517.72-13	(965,200)			
	425-4700-517.72-11	(746,147)			
	425-4700-517.72-14	(375,314)			
	425-4700-517.72-09	(280,225)			
	425-4700-591.72-09	280,225			
	425-4700-591.72-14	375,314			
	425-4700-591.72-11	746,147			
	425-4700-591.72-13	965,200			
	425-4700-591.72-12	1,696,550			
05/25/21	425-4700-517.71-14	(1,751,170)	RECL SRF DS BUDG- S2020 RES# 2021-049		3156
	425-4700-591.72-14	(330,814)			
	425-4700-581.91-21	7,252			
	425-4700-591.72-15	133,732			
	425-4700-517.71-15	1,941,000			
2	Budget Amendments/Transfers		Division 4700 Total	$0	
2	Total Budget Amendments/Transfers		**W/S RESTRICTED ASSETS**	**$0**	
4010 - WATER ADMINISTRATION					
12/08/20	426-4010-536.31-00	1,800	INVESTMT FEES RES# 2020-249		904
05/11/21	426-4010-581.91-21	276,677	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042		2927

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Budget Amendments/Transfers			Division 4010 Total	$278,477	
4055 - ENGINEERING					
11/17/20	426-4055-536.63-00	238,436	R/O PO # 74898 CH2M Hill RES# 2020-245		625
	426-4055-536.62-00	5,998,561	R/O PO # 76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	1,941,791	R/O PO #76379 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	8,400,780	R/O PO #76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	392,307	R/O PO# 76378 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	248,830	R/O PO# 76789 Stewarts El RES# 2020-245		625
	426-4055-536.64-00	1,705,105	R/O PO#76454 Wh Smith RES# 2020-245		625
12/08/20	426-4055-536.63-00	1,800,673	CCRIP/BOND INT RES# 2020-249		904
	426-4055-536.63-00	9,546,142	PINEDA SUB AQ PIPE RES# 2020-249		904
01/15/21	426-4055-536.63-00	(815,628)	CORR PROJ # FOR CCRIP SECURITY PROJ		1305
	426-4055-536.63-00	815,628			
05/11/21	426-4055-536.63-00	383,972	ALLOC FY20 INT EARNED W/S REV BOND / RES 21-042		2927
	426-4055-536.64-00	(225,748)	PO 76454 CCRIP CO #1 RES# 2021-042		2927
	426-4055-536.62-00	18,218			
	426-4055-536.63-00	207,530			
	426-4055-536.63-00	(57,617)	REALLOC W/S REV BOND FOR INTEREST PD / RES# 21-042		2927
	426-4055-536.63-00	572	REALLOCATE UNPSENT FY20 MGMT FEES / RES# 2021-042		2927
07/27/21	426-4055-536.63-00	165,491	PROV BUDG FOR PINEDA RES# 2021-069		3989
	426-4055-536.63-00	2,670,762			
15 Budget Amendments/Transfers			Division 4055 Total	$33,435,805	
4120 - WATER RECLAMATION					
11/17/20	426-4120-536.63-00	6,434	R/O PO # 74875 Carollo RES# 2020-245		625
12/08/20	426-4120-536.63-00	2,670,762	SELLERS FLOW IMPR RES# 2020-249		904
07/27/21	426-4120-536.63-00	(2,670,762)	PROV BUDG FOR PINEDA RES# 2021-069		3989
	426-4120-536.63-00	(165,491)			
3 Budget Amendments/Transfers			Division 4120 Total	($159,057)	
20 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$33,555,225**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

387 Transfers & Amendments between 10/1/2020 and 7/31/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS	**51,577,689**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 8/11/2021

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 7/31/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/13/20	001-0000-369.96-00	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION	125
	001-0000-331.20-19	16,617	JAG GRANT CAMERAS RES # 20-213	124
10/14/20	001-0000-381.91-10	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR	127
10/27/20	001-0000-366.10-15	33,180	Firehouse Sub Grant Hydraulic Equipment	303
11/05/20	001-0000-331.20-15	(126,896)	ASSIGN AD BUDG PROJ #S	405
	001-0000-389.99-50	(105,000)		
	001-0000-331.20-16	(10,000)		
	001-0000-331.20-16	10,000		
	001-0000-389.99-50	35,000		
	001-0000-389.99-50	70,000		
	001-0000-331.20-15	126,896		
11/10/20	001-0000-337.40-02	50,000	AURORA ST SIDEWALK PROJ RES# 2020-236	555
	001-0000-381.91-10	25,000	FIND - BOAT RAMP REHAB RES# 2020-678	561
	001-0000-381.91-10	30,000	FIND - LEE WENNER DREDGE RES# 2020-677	560
	001-0000-337.30-17	30,000	FIND GRANT DREDGING RES# 2020-233	534
	001-0000-337.30-18	25,000	FIND GRANT LWP RAMP RES# 2020-232	536
	001-0000-331.20-21	16,980	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-0000-331.20-15	(32,273)	RED FY21 VOCA GR AWARD RES# 2020-230	551
11/17/20	001-0000-389.99-50	171,687	FY21 PO ROLLOVER RES# 2020-245	625
12/08/20	001-0000-389.99-50	(175,000)	BREV CO PMT JLS CONST RES# 2020-248	903
	001-0000-381.91-03	175,000		
	001-0000-389.99-50	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249	904
	001-0000-389.99-50	62,050	UTIL PAY KIOSK -CITY HALL RES# 2020-249	904
01/12/21	001-0000-389.99-50	53,574	ADD FNDS FY20 PO ROLLOVER 76923 / RES# 2021-003	1279
	001-0000-389.99-50	226,447	ADD FNDS FY20 PO ROLLOVER RES# 2021-003	1279
	001-0000-334.50-10	54,741	CARES FUNDS #107-2020 RES# 2021-003	1279
	001-0000-389.99-50	35,000	UNBUDG - PD FRONT GATE RES# 2021-003	1279
01/26/21	001-0000-389.99-50	85,000	COCOA HS TRACK IMP DONATE RES# 21-005	1466
04/13/21	001-0000-389.99-50	(4,402)	CORRECT BUDGET RES# 21-293	2526
	001-0000-389.99-50	(3,349)	CORRECT BUDGET RES# 21-293	2526
	001-0000-331.39-11	3,349		
04/27/21	001-0000-389.99-50	4,684	5 PD VEST / FY20 FNDS RES# 2021-039	2711

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/27/21	001-0000-389.99-50	46,912	ACCRUAL PAYOUTS REG SAL RES# 2021-039		2711
	001-0000-389.99-50	(37,000)	CORR BAF 21-039-A RES# 2021-039		2711
	001-0000-366.00-00	37,000			
	001-0000-337.60-01	100,474	COVER BUDGT COSTS / COVID RES# 2021-039		2711
	001-0000-366.00-00	60,000	LEE WENNER MAINT / BRE CO RES# 2021-039		2711
	001-0000-389.99-50	1	TIF REVENUE ROUNDING ERR RES# 2021-039		2711
05/21/21	001-0000-368.21-00	(182,386)	RECL BUDGET TO CORR ACCT		3077
	001-0000-368.22-00	(105,146)			
	001-0000-335.29-22	105,146			
	001-0000-335.29-21	182,386			
06/08/21	001-0000-337.40-02	15,000	ADD'L TIFT / AURORA ST RES# 21-362		3313
	001-0000-389.99-50	600,000	AFB / DIAMND SQ PAVING RES# 2021-043		3312
	001-0000-389.99-50	750,000	AFB /BLAKE SUBDIV HOUSING RES# 2021-043		3312
	001-0000-389.99-50	559,000	AFB PD BLDG REPAIRS RES# 2021-043		3312
07/20/21	001-0000-389.99-50	292,153	REMOVE/REPLACE FUEL TANKS RES# 2021-043		3872
07/26/21	001-0000-389.99-50	957,500	PARK IMP / FUND BALANCE RES# 2021-043		3955
	001-0000-389.99-50	900,000			3956
	001-0000-389.99-50	475,000			3957
07/27/21	001-0000-331.39-12	2,050	RMV EXCS BDGT FOREST GRNT RES# 2021-068		3987
39 Budget Amendments/Transfers			Division 0000 Total	$5,565,617	
39 Total Budget Amendments/Transfers			**GENERAL FUND**	**$5,565,617**	
11/17/20	103-0000-389.99-50	90,795	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	103-0000-338.10-04	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
03/23/21	103-0000-389.99-50	(82,137)	ADMIN COST CARES GRANT RES# 2021-023		2216
	103-0000-331.54-00	20,672			
	103-0000-331.54-09	82,137	REBUDGET FY20 OPEN POS RES# 2021-023/BA21033a		2216
07/13/21	103-0000-389.99-50	37,000	INC BUDG - ADDL LOAN PMT RES# 2021-063		3810
5 Budget Amendments/Transfers			Division 0000 Total	$323,467	
5 Total Budget Amendments/Transfers			**CDBG**	**$323,467**	
11/17/20	104-0000-389.99-50	260,000	FY21 PO ROLLOVER RES# 2020-245		625
04/13/21	104-0000-389.99-10	(21,926)	REDUCE HOME CARRY FORWARD RES# 21-265		2524
	104-0000-389.99-50	(260,000)	REV BAF #210-033A PO ROLL RES# 21-265		2524
3 Budget Amendments/Transfers			Division 0000 Total	($21,926)	
3 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**($21,926)**	
11/17/20	105-0000-389.99-10	10,400	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$10,400	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$10,400**	
11/10/20	107-0000-381.91-01	4,084	COVID 19 PAYOUTS RES# 2020-235		558

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 0000 Total	$4,084	
	1 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
07/13/21	108-0000-381.91-03	37,000	INC BUDG - ADDL LOAN PMT RES# 2021-063		3810
1	Budget Amendments/Transfers		Division 0000 Total	$37,000	
	1 Total Budget Amendments/Transfers		**SEC 108 LOAN GUARANTEE**	**$37,000**	
11/17/20	110-0000-389.99-50	105,921	FY21 PO ROLLOVER RES# 2020-245		625
1	Budget Amendments/Transfers		Division 0000 Total	$105,921	
	1 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$105,921**	
11/17/20	112-0000-389.99-10	265	FY21 PO ROLLOVER RES# 2020-245		625
06/16/21	112-0000-389.99-50	5,000	US1 CRA AUDIT COSTS		3498
2	Budget Amendments/Transfers		Division 0000 Total	$5,265	
	2 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$5,265**	
07/20/21	130-0000-331.90-02	180,000	ARPA / UTIL BILL PAY CTY RES# 2021-044		3874
1	Budget Amendments/Transfers		Division 0000 Total	$180,000	
	1 Total Budget Amendments/Transfers		**AMERICAN RESCUE PLAN FUND**	**$180,000**	
04/27/21	141-0000-389.99-11	9,130	BAF 20-086-T FOR PO ROLL RES# 2021-039		2711
1	Budget Amendments/Transfers		Division 0000 Total	$9,130	
	1 Total Budget Amendments/Transfers		**LAW ENFORCEMENT TRUST**	**$9,130**	
12/08/20	303-0000-389.99-50	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
06/01/21	303-0000-331.90-01	2,319,585	FISKE BLVD GRANT PROC RES# 2021-050		3243
2	Budget Amendments/Transfers		Division 0000 Total	$3,819,585	
	2 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$3,819,585**	
11/17/20	421-0000-389.99-50	138,277	FY21 PO ROLLOVER RES# 2020-245		625
	421-0000-389.99-50	1,696,283			
12/08/20	421-0000-389.99-50	434,673	UTIL PROJ - NOT YET BEGUN RES# 2020-249		904
12/15/20	421-0000-389.99-50	(138,277)	CORR ENTRY / INCORR FND BA-21-033-A		971
01/12/21	421-0000-389.99-50	200,000	ADD FNDS PROJ WS20GT RES# 2021-003		1279
04/27/21	421-0000-389.99-50	45,243	BRANDES DESIGN PO 071959 RES# 2021-039		2711
	421-0000-381.91-24	178,052	MOV BDGT FOR PO 77279 RES# 2021-039		2711
05/11/21	421-0000-389.99-50	(276,677)	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042		2927
	421-0000-381.91-26	276,677			
	421-0000-389.99-50	927,731			
05/25/21	421-0000-381.91-25	7,252	RECL SRF DS BUDG- S2020 RES# 2021-049		3156
07/13/21	421-0000-381.91-24	65,000	INC SCADA UPGR BUDGET RES# 2021-056		3809
07/27/21	421-0000-389.99-50	1,003,054	INC PINEDA PROJ BUDG RES# 2021-070		3988
	421-0000-389.99-50	2,836,252	PROV BUDG FOR PINEDA RES# 2021-069		3989
11	Budget Amendments/Transfers		Division 0000 Total	$7,393,540	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$7,393,540**	
12/15/20	423-0000-389.99-50	138,277	CORR ENTRY / INCORR FND BA-21-033-A		971
1 Budget Amendments/Transfers			Division 0000 Total	$138,277	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$138,277**	
01/12/21	424-0000-381.91-21	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
03/09/21	424-0000-381.91-21	31,615	ADD FNDS DYAL FILTER #2 RES# 2021-015		2022
04/27/21	424-0000-381.91-21	(178,052)	MOV BDGT FOR PO 77279 RES# 2021-039		2711
	424-0000-381.91-21	217,745	SULFUREATORS ROOF / WALLS RES # 2021-036		2710
	424-0000-381.91-21	162,842	SULFUREATORS ROOF / WALLS RES# 2021-037		2710
	424-0000-381.91-21	27,029	WS16MM MOVED TO 424 FND RES# 2021-039		2711
07/13/21	424-0000-381.91-21	65,000	INC SCADA UPGR BUDGET RES# 2021-056		3809
07/27/21	424-0000-381.91-21	34,155	ADD CEMENT MORTAR & LINER RES# 2021-064		3986
8 Budget Amendments/Transfers			Division 0000 Total	$452,104	
8 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$452,104**	
11/17/20	426-0000-389.99-50	18,932,244	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	426-0000-389.99-50	14,019,377	BOND PROJ - NOT YET BEGUN RES# 2020-249		904
05/11/21	426-0000-389.99-50	(600,804)	CORR W/S REV BOND 2018B ALLOCATION RES# 2021-042		2927
	426-0000-389.99-50	276,677	FY19JE 12-24A /2019-05271 DUP ENTRY / RES# 2021-042		2927
	426-0000-381.91-21	927,731			
4 Budget Amendments/Transfers			Division 0000 Total	$33,555,225	
4 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**$33,555,225**	

81 Transfers & Amendments between 10/1/2020 and 7/31/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **51,577,689**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Legislation Details (With Text)

File #:	21-551	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/11/2021			**In control:**	City Council
On agenda:	8/24/2021			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report -July 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 11, 2021
Agenda Date: August 24, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending July 2021 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This July 2021 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the

year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2021 Budget by Classification Report - Summary Listing

7/31/2021

Target for July 2021 is 83%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 9,610,228	$ 464,201	95%
OTHER PERMITS AND FEES	$ 4,403,003		$ 4,074,782	$ 328,221	93%
INTERGOVERNMENTAL	$ 2,696,698		$ 2,965,219	$ (268,521)	110%
CHARGES FOR SERVICES	$ 12,422,689		$ 10,599,051	$ 1,823,638	85%
FINES AND FORFEITURES	$ 14,813		$ 13,505	$ 1,308	91%
MISCELLANEOUS	$ 577,601		$ 727,350	$ (149,749)	126%
OTHER SOURCES (NON-REVENUE)	$ 16,727,417		$ 8,098,883	$ 8,628,534	48%
REVENUE TOTALS	**$ 46,916,650**		**$ 36,089,018**	**$ 10,827,632**	**77%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,011,362	$ 891	$ 18,534,478	$ 6,475,993	74%
OPERATING EXPENDITURES	$ 13,658,491	$ 1,631,180	$ 7,871,642	$ 4,155,669	70%
CAPITAL OUTLAY	$ 5,036,660	$ 1,259,244	$ 819,179	$ 2,958,237	41%
GRANTS, AIDS AND OTHER	$ 3,210,137	$ -	$ 2,904,253	$ 305,884	90%
EXPENSE TOTALS	**$ 46,916,650**	**$ 2,891,315**	**$ 30,129,552**	**$ 13,895,783**	**70%**
REVENUE TOTALS	**$ 46,916,650**	**$ -**	**$ 36,089,018**	**$ 10,827,632**	**77%**
EXPENSE TOTALS	**$ 46,916,650**	**$ 2,891,315**	**$ 30,129,552**	**$ 13,895,783**	**70%**
	$ -	**$ (2,891,315)**	**$ 5,959,466**	**$ (3,068,151)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	100,000	.00		6,626,904	6,466,902.26	98	6,626,904	160,001.74
20 00	DELINQUENT TAXES	5,000	153,819.65-	3076	5,000	63,759.78	1275	15,000	48,759.78-
25 00	PENALTIES RE: TAXES	0	2,826.07		0	19,920.17		5,000	14,920.17-
30 00	TAX CERTIFICATES	0	216,506.53		200,000	216,506.53	108	200,000	16,506.53-
311 **	AD VALOREM	105,000	65,512.95	62	6,831,904	6,767,088.74	99	6,846,904	79,815.26
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	46,144	72,967.23	158	461,440	528,187.98	115	553,736	25,548.02
312 **	SALES USE AND FUEL TAXES	46,144	72,967.23	158	461,440	528,187.98	115	553,736	25,548.02
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	151,258.00	121	1,250,000	1,247,426.33	100	1,500,000	252,573.67
30 00	WATER-COCOA	30,423	37,212.81	122	304,230	322,819.43	106	365,082	42,262.57
40 00	GAS	1,433	5,029.54	351	14,330	44,020.16	307	17,200	26,820.16-
80 00	PROPANE	1,666	2,027.63	122	16,660	18,308.07	110	20,000	1,691.93
314 **	UTILITY SERVICE TAX	158,522	195,527.98	123	1,585,220	1,632,573.99	103	1,902,282	269,708.01
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	51,292	58,255.21	114	512,920	552,262.27	108	615,507	63,244.73
315 **	COMMUNICATION SERVICE TAX	51,292	58,255.21	114	512,920	552,262.27	108	615,507	63,244.73
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	1,000	1,946.80	195	154,000	130,115.24	85	156,000	25,884.76
316 **	LOCAL BUSINESS TAX	1,000	1,946.80	195	154,000	130,115.24	85	156,000	25,884.76
310 ***	TAXES	361,958	394,210.17	109	9,545,484	9,610,228.22	101	10,074,429	464,200.78
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	885.32		0	1,820.57		0	1,820.57-
322 **	BUILDING PERMITS	0	885.32		0	1,820.57		0	1,820.57-
323	FRANCHISE FEES								
10 00	ELECTRICITY	116,666	105,566.35	91	1,166,660	806,439.56	69	1,400,000	593,560.44
40 00	GAS	2,900	7,700.49	266	29,000	65,282.00	225	34,800	30,482.00-
70 00	SOLID WASTE	15,641	17,479.22	112	156,410	175,287.62	112	187,703	12,415.38
323 **	FRANCHISE FEES	135,207	130,746.06	97	1,352,070	1,047,009.18	77	1,622,503	575,493.82
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	0	277.63		2,614,500	2,815,588.22	108	2,614,500	201,088.22-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 02	F ASSMNT DELINQ TAXES	0	131,194.53-		2,000	1,640.00	82	2,000	360.00
22 03	F ASSMNT PENALTIES	2,000	33.33	2	2,000	6,528.10	326	2,000	4,528.10-
22 04	F ASSMNT TAX CERTS	150,000	131,887.71	88	150,000	131,887.71	88	150,000	18,112.29
22 *	FIRE PROTECTION	152,000	1,004.14	1	2,768,500	2,955,644.03	107	2,768,500	187,144.03-
325 **	SPECIAL ASSESSMENT	152,000	1,004.14	1	2,768,500	2,955,644.03	107	2,768,500	187,144.03-
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	1,050.00	126	8,330	54,987.90	660	10,000	44,987.90-
35 00	FIRE INSPECTIONS	166	1,090.00	657	1,660	15,320.00	923	2,000	13,320.00-
329 **	OTHER PERMITS & FEES	999	2,140.00	214	9,990	70,307.90	704	12,000	58,307.90-
320 ***	OTHER PERMITS & FEES	288,206	134,775.52	47	4,130,560	4,074,781.68	99	4,403,003	328,221.32
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		128,250	128,250.00	100	171,000	42,750.00
20 12	BULLET PROOF GRANT	0	.00		0	2,927.50		0	2,927.50-
20 15	VICTIMS OF CRIME ACT GRNT	7,640	.00		79,334	46,623.09	59	94,623	47,999.91
20 16	INTERNET CRIMES GRANT	833	.00		8,330	.00		10,000	10,000.00
20 19	JAG 2020-DJ-BX-0410	0	.00		16,617	.00		16,617	16,617.00
20 21	BULLET PROOF V 2020	0	.00		16,980	.00		16,980	16,980.00
20 *	PUBLIC SAFETY	8,473	.00		249,511	177,800.59	71	309,220	131,419.41
39 11	FHA/FDOT LAP441205-1-5801	558	.00		2,232	148,741.44	6664	3,349	145,392.44-
39 12	USDA/FOREST SVC 26866	683	.00		15,683	13,886.10	89	17,050	3,163.90
39 *	OTHER PHYSCAL ENVIRONMENT	1,241	.00		17,915	162,627.54	908	20,399	142,228.54-
50 01	FEMA DISASTER RELIEF	0	.00		0	540,954.00		0	540,954.00-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	540,954.00		0	540,954.00-
331 **	FEDERAL GRANTS	9,714	.00		267,426	881,382.13	330	329,619	551,763.13-
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		26,000	5,899.65	23	26,000	20,100.35
333 **	PAYMENT IN LIEU OF TAXES	0	.00		26,000	5,899.65	23	26,000	20,100.35
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	30,053.00		0	30,053.00-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
334	STATE GRANT								
50 10	CARES CRF #107-2020	6,082	.00		42,574	54,802.45	129	54,741	61.45-
50 *	ECONOMIC ENVIRONMENT	6,082	.00		42,574	84,855.45	199	54,741	30,114.45-
334 **	STATE GRANT	6,082	.00		42,574	84,855.45	199	54,741	30,114.45-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,916	47,796.67	114	419,160	427,747.96	102	503,000	75,252.04
12 20	8TH CNT MUNICIPAL GAS TAX	12,736	12,859.01	101	127,360	120,462.36	95	152,832	32,369.64
12 *	STATE REVENUE SHARING	54,652	60,655.68	111	546,520	548,210.32	100	655,832	107,621.68
14 00	MOBILE HOME LICENSES	1,833	3,486.50	190	18,330	24,136.44	132	22,000	2,136.44-
15 00	ALCOHOLIC BEVERAGE	416	.00		4,160	17,502.72	421	5,000	12,502.72-
18 00	LOCAL GOVERNMENT 1/2 CENT	87,875	110,864.77	126	878,750	924,632.23	105	1,054,500	129,867.77
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		12,000	10,128.25	84	16,000	5,871.75
29 21	POL PEN STATE CONTR	36,477	.00		109,431	.00		182,386	182,386.00
29 22	FIRE PEN STATE CONTR	21,029	.00		63,087	.00		105,146	105,146.00
29 *	OTHER PUBLIC SAFETY	57,506	.00		172,518	.00		287,532	287,532.00
41 00	FUEL TAX REFUNDS	2,083	.00		20,830	13,587.38	65	25,000	11,412.62
335 **	STATE SHARED REVENUES	204,365	175,006.95	86	1,653,108	1,538,197.34	93	2,065,864	527,666.66
337	GRANTS FROM LOCAL UNITS								
30 17	FIND BV-CO-20-147 DREDGIN	2,727	.00		24,543	.00		30,000	30,000.00
30 18	FIND BV-CO-20-146 BT RAMP	2,273	.00		20,457	.00		25,000	25,000.00
30 *	PHYSICAL ENVIRONMENT	5,000	.00		45,000	.00		55,000	55,000.00
40 02	AURORA ST SIDEWLK IMPROV	8,295	.00		48,405	65,000.00	134	65,000	.00
60 01	BREV CTY CARES CVD19	16,746	.00		66,984	389,884.08	582	100,474	289,410.08-
60 *	HUMAN SERVICES	16,746	.00		66,984	389,884.08	582	100,474	289,410.08-
337 **	GRANTS FROM LOCAL UNITS	30,041	.00		160,389	454,884.08	284	220,474	234,410.08-
330 ***	INTERGOVERNMENTAL REVENUE	250,202	175,006.95	70	2,149,497	2,965,218.65	138	2,696,698	268,520.65-
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	548,813	548,814.00	100	5,488,130	5,488,140.00	100	6,585,764	1,097,624.00
31 00	ADMIN FEES STORMWATER	14,895	14,897.00	100	148,950	148,970.00	100	178,749	29,779.00
40 00	CERTIFY/COPY/SEARCH	8,000	15,626.92	195	80,000	111,601.88	140	96,000	15,601.88-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
90 12	PASSPORT EXECUTION FEES	166	490.00	295	1,660	2,436.12	147	2,000	436.12-
341 **	GENERAL GOVERNMENT	571,874	579,827.92	101	5,718,740	5,751,148.00	101	6,862,513	1,111,365.00
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		25,000	1,085.00	4	30,000	28,915.00
90 00	OTHER PUBLIC SAFETY	83	.00		830	1,125.00	136	1,000	125.00-
90 01	FALSE ALARM FEES	708	920.00	130	7,080	6,680.00	94	8,500	1,820.00
90 *	OTHER PUBLIC SAFETY	791	920.00	116	7,910	7,805.00	99	9,500	1,695.00
342 **	PUBLIC SAFETY	3,291	920.00	28	32,910	8,890.00	27	39,500	30,610.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	40,911	42,705.56	104	409,110	422,113.41	103	490,941	68,827.59
37 11	ROCKLEDGE	24,041	24,586.95	102	240,410	219,408.27	91	288,493	69,084.73
37 12	SUN LAKE	317	318.06	100	3,170	2,872.80	91	3,814	941.20
37 13	CLNY PK-M.I.UTIL CO.	159	165.30	104	1,590	1,670.10	105	1,917	246.90
37 16	COCOA BEACH	9,407	9,403.23	100	94,070	94,138.27	100	112,886	18,747.73
37 17	CAPE CANAVERAL	7,755	7,732.10	100	77,550	77,156.31	100	93,062	15,905.69
37 18	TITUSVILLE	352	355.68	101	3,520	3,518.04	100	4,231	712.96
37 *	WATER BILLING SERVICES	82,942	85,266.88	103	829,420	820,877.20	99	995,344	174,466.80
39 01	SERVICE CHARGES	33,333	33,647.10	101	333,330	463,958.57	139	400,000	63,958.57-
39 03	ADMIN CHARGES	31,750	54,020.00	170	317,500	395,740.00	125	381,000	14,740.00-
39 04	PENALTIES	65,804	59,973.95	91	658,040	599,505.44	91	789,650	190,144.56
39 05	NSF CHECKS	2,879	2,450.00	85	28,790	23,533.82	82	34,552	11,018.18
39 *	WATER OTHER INCOME	133,766	150,091.05	112	1,337,660	1,482,737.83	111	1,605,202	122,464.17
41 10	SOLID WASTE	162,795	163,942.18	101	1,627,950	1,639,607.56	101	1,953,540	313,932.44
41 20	RECYCLING REVENUE	23,903	27,027.55	113	239,030	272,827.54	114	286,842	14,014.46
41 30	GREEN WASTE	15,783	16,011.63	101	157,830	161,616.24	102	189,399	27,782.76
41 *	GARBAGE COLLECTION	202,481	206,981.36	102	2,024,810	2,074,051.34	102	2,429,781	355,729.66
45 10	BILLING FEE - WASTE MGMT	8,709	.00		87,090	71,725.02	82	104,519	32,793.98
45 *	GARBAGE-OTHER REVENUE	8,709	.00		87,090	71,725.02	82	104,519	32,793.98
90 01	FDOT MEDIAN MAINT	0	17,782.50		57,000	71,130.00	125	71,130	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	110,736.90		150,000	223,602.90	149	218,805	4,797.90-
90 *	OTHER PHYSICAL ENVIRON	0	128,519.40		207,000	294,732.90	142	289,935	4,797.90-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
343 **	PHYSICAL ENVIRONMENT	427,898	570,858.69	133	4,485,980	4,744,124.29	106	5,424,781	680,656.71
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	0	.00		0	91.95		0	91.95-
39 10	PORCHER HOUSE - REVENUES	2,500	2,723.30	109	25,000	23,028.49	92	30,000	6,971.51
39 11	TENANT MAINTENANCE FEES	100	95.96	96	1,000	1,055.56	106	1,200	144.44
39 20	COCOA CIVIC CENTER	2,083	2,314.62	111	20,830	32,659.33	157	25,000	7,659.33-
39 30	RIVERFRONT PARK	1,666	405.00	24	16,660	11,997.90	72	20,000	8,002.10
39 *	OTHER CULTURAL SERVICES	6,349	5,538.88	87	63,490	68,741.28	108	76,200	7,458.72
40 05	SPECIAL EVENT PERMITS	625	2,391.83	383	6,250	20,241.83	324	7,500	12,741.83-
50 10	EVENT FEES	307	.00		3,070	3,220.59	105	3,695	474.41
50 30	ADVERTISING/SPONSORSHIPS	708	.00		7,080	.00		8,500	8,500.00
50 50	MISC FURNISHINGS	0	.00		0	2,593.40		0	2,593.40-
50 *	SPECIAL REC FACILITIES	1,015	.00		10,150	5,813.99	57	12,195	6,381.01
347 **	CULTURE/RECREATION	7,989	7,930.71	99	79,890	94,889.05	119	95,895	1,005.95
340 ***	CHARGES FOR SERVICES	1,011,052	1,159,537.32	115	10,317,520	10,599,051.34	103	12,422,689	1,823,637.66
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,234	1,258.19	102	12,340	13,504.70	109	14,813	1,308.30
351 **	JUDGMENTS AND FINES	1,234	1,258.19	102	12,340	13,504.70	109	14,813	1,308.30
350 ***	FINES AND FORFEITURES	1,234	1,258.19	102	12,340	13,504.70	109	14,813	1,308.30
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,673	10,451.09	285	36,730	85,562.52	233	44,083	41,479.52-
10 02	INVESTMENT INTEREST	1,224	.00		12,240	.00		14,694	14,694.00
10 10	SBA	1,224	85.24	7	12,240	719.65	6	14,694	13,974.35
10 11	INTEREST/CBOS	1,224	100.15	8	12,240	2,279.01	19	14,694	12,414.99
10 *	INTEREST	7,345	10,636.48	145	73,450	88,561.18	121	88,165	396.18-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,345	10,636.48	145	73,450	88,561.18	121	88,165	396.18-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	8,000	9,650.00	121	109,000	95,309.00	87	125,886	30,577.00
362 **	RENT AND ROYALTIES	8,000	9,650.00	121	109,000	95,309.00	87	125,886	30,577.00
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	25,389.00		0	35,613.22		0	35,613.22-
364 **	DISPOSITION FIXED ASSETS	0	25,389.00		0	35,613.22		0	35,613.22-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	790.57		0	8,316.33		0	8,316.33-
365 **	SALE SURPLUS MTRLS &SCRAP	0	790.57		0	8,316.33		0	8,316.33-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,167	.00		64,668	97,000.00	150	97,000	.00
10 15	FIREHOUSE SUBS-EXTRAC EQ	0	.00		33,180	33,180.00	100	33,180	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		33,180	33,180.00	100	33,180	.00
366 **	CONTRIBUTIONS & DONATIONS	16,167	.00		97,848	130,180.00	133	130,180	.00
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	36,477-	.00		109,431-	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	21,029-	.00		63,087-	.00		0	.00
368 **	PENSION CONTRIBUTIONS	57,506-	.00		172,518-	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	13,565.77		0	84,451.35		0	84,451.35-
90 02	POLICE SECURITY SERVICES	6,250	1,520.00	24	62,500	38,497.00	62	75,000	36,503.00
90 03	CODE ENF ABATE/DEMO REV	7,916	2,461.68	31	79,160	138,109.95	175	95,000	43,109.95-
90 04	MISC. POLICE REVENUES	83	448.51	540	830	2,621.93	316	1,000	1,621.93-
90 05	INVESTIGATIVE COSTS REIM	4,250	3,875.41	91	42,500	62,600.31	147	51,000	11,600.31-
90 09	PROPERTY REGISTRATION	625	.00		6,250	3,900.00	62	7,500	3,600.00
90 *	OTHER MISC REVENUES	19,124	21,871.37	114	191,240	330,180.54	173	229,500	100,680.54-
96 00	INSURANCE REFUND/PROCEEDS	323	8,819.00	2730	3,230	39,189.67	1213	3,870	35,319.67-
369 **	OTHER MISC REVENUES	19,447	30,690.37	158	194,470	369,370.21	190	233,370	136,000.21-
360 ***	MISCELLANEOUS REVENUES	6,547-	77,156.42		302,250	727,349.94	241	577,601	149,748.94-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	17,500	.00		140,000	175,000.00	125	175,000	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	26,439	21,439.92	81	259,390	269,399.20	104	312,279	42,879.80
91 *	TRANSFER FROM	43,939	21,439.92	49	399,390	444,399.20	111	487,279	42,879.80
381 **	INTERFUND TRANSFER	43,939	21,439.92	49	399,390	444,399.20	111	487,279	42,879.80
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	650,865	650,865.67	100	6,508,650	6,508,656.70	100	7,810,388	1,301,731.30
40 01	6% PILOFF	114,582	114,582.75	100	1,145,820	1,145,827.50	100	1,374,993	229,165.50
40 *	CONTRIBUTIONS	765,447	765,448.42	100	7,654,470	7,654,484.20	100	9,185,381	1,530,896.80
382 **	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	7,654,470	7,654,484.20	100	9,185,381	1,530,896.80
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	1,573,527	.00		3,907,708	.00		7,054,757	7,054,757.00
99 *	BALANCE FORWARD	1,573,527	.00		3,907,708	.00		7,054,757	7,054,757.00
389 **	NON OPERATING SOURCES	1,573,527	.00		3,907,708	.00		7,054,757	7,054,757.00
380 ***	OTHER SOURCES(NON-REV)	2,382,913	786,888.34	33	11,961,568	8,098,883.40	68	16,727,417	8,628,533.60
FUND TOTAL	GENERAL FUND	4,289,018	2,728,832.91	64	38,419,219	36,089,017.93	94	46,916,650	10,827,632.07

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2657	2550.00	96	26570	25500.10	96	.00	31895	6394.90	80
11 **	EXECUTIVE SALARIES	2657	2550.00	96	26570	25500.10	96	.00	31895	6394.90	80
12-00	REGULAR SALARIES & WAGES	1076514	1327719.19	123	10793526	9602564.73	89	.00	12946693	3344128.27	74
12-06	SALARIES/CONTRACTUAL	2083	.00	0	20830	5549.25	27	.00	25000	19450.75	22
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-09	SALARIES & WAGES CONTRA	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	30148	57654.12	191	237631	540215.57	227	.00	297966	242249.57-	181
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1108745	1385373.31	125	11051987	10148329.55	92	.00	13269659	3121329.45	77
13-00	OTHER SALARIES & WAGES	51961	60756.20	117	577900	449206.26	78	.00	672954	223747.74	67
13 **	OTHER SALARIES & WAGES	51961	60756.20	117	577900	449206.26	78	.00	672954	223747.74	67
14-00	OVERTIME	39424	57370.61	146	356824	466838.92	131	.00	435738	31100.92-	107
14-01	COMP TIME	583	.00	0	5830	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40007	57370.61	143	362654	466838.92	129	.00	442738	24100.92-	105
15-00	SPECIAL PAY	28198	36790.53	131	281980	271268.79	96	.00	338400	67131.21	80
15 **	SPECIAL PAY	28198	36790.53	131	281980	271268.79	96	.00	338400	67131.21	80
20-00	CLOTHING/SHOE ALLOWANCE	1830	20.00-	1-	19330	18153.58	94	.00	22990	4836.42	79
20 **	CLOTHING/SHOE ALLOWANCE	1830	20.00-	1-	19330	18153.58	94	.00	22990	4836.42	79
21-00	FICA TAXES	91601	116400.63	127	912107	854376.50	94	.00	1094783	240406.50	78
21 **	FICA TAXES	91601	116400.63	127	912107	854376.50	94	.00	1094783	240406.50	78
22-00	RETIREMENT CONTRIBUTIONS	73342	106082.52	145	733606	701930.73	96	.00	880423	178492.27	80
22-01	FIREFIGHTERS	202168	250340.76	124	2019747	1805933.23	89	.00	2424096	618162.77	75
22-02	STATE CONTRIBUTIONS	4278-	.00	0	8540	.00	0	.00	287532	287532.00	0

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22-03	NON-FRS RETIREMENT PLAN	1250	2543.22	204	12500	13020.35	104	.00	15000	1979.65	87
22 **	RETIREMENT CONTRIBUTIONS	272482	358966.50	132	2774393	2520884.31	91	.00	3607051	1086166.69	70
23-00	INSURANCES	24724	21320.98	86	248217	207959.74	84	.00	303748	95788.26	69
23-02	LIFE/HEALTH GF RETIREES	38984	24674.38	63	389840	341406.06	88	891.00	467812	125514.94	73
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	320365	255732.74	80	3203650	2508634.46	78	.00	3844514	1335879.54	65
23-05	HEALTH GF RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH GF RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-08	VISION INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	384073	301728.10	79	3841707	3058000.26	80	891.00	4616074	1557182.74	66
24-00	WORKER'S COMPENSATION	56717	63662.60	112	565107	541588.49	96	.00	678365	136776.51	80
24 **	WORKER'S COMPENSATION	56717	63662.60	112	565107	541588.49	96	.00	678365	136776.51	80
25-00	UNEMPLOYMENT COMPENSATION	1336	.00	0	5344	13012.55	244	.00	13013	.45	100
25 **	UNEMPLOYMENT COMPENSATION	1336	.00	0	5344	13012.55	244	.00	13013	.45	100
27-00	BENEFIT OFFSET	18584	17160.00	92	186276	167318.66	90	.00	223440	56121.34	75
27 **	BENEFIT OFFSET	18584	17160.00	92	186276	167318.66	90	.00	223440	56121.34	75
31-00	PROFESSIONAL SERVICES	55169	31935.80	58	480605	275758.80	57	226679.59	593057	90618.61	85
31-01	LEGAL EXPENSES	65205	90463.62	139	432050	389507.53	90	154465.47	562473	18500.00	97
31-02	MEDICAL SERVICES	4035	247.00	6	40350	37697.98	93	8653.02	48420	2069.00	96
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	11250	13500.00	120	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	1872-	.00	0	20628	12787.20	62	.00	16887	4099.80	76
31-13	FIND BV-C0-20-146 BT RAMP	4546	.00	0	40914	36266.00	89	12727.00	50000	1007.00	98
31-14	FIND BV-CO-20-147 DREDGIN	5454	.00	0	49086	38909.80	79	10838.20	60000	10252.00	83

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-33	EMPLOYEE HEALTH CENTER	16602	15992.90	96	166020	146067.84	88	51887.16	199238	1283.00	99
31 **	PROFESSIONAL SERVICES	150264	138639.32	92	1240903	950495.15	77	465250.44	1543575	127829.41	92
32-00	ACCOUNTING & AUDITING	6833	.00	0	68330	73000.00	107	.00	82000	9000.00	89
32 **	ACCOUNTING & AUDITING	6833	.00	0	68330	73000.00	107	.00	82000	9000.00	89
34-00	CONTRACT SERVICES	81253	58691.43	72	909956	765710.14	84	138603.13	1071621	167307.73	84
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	.00	0	1638330	1395417.46	85	.00	1966000	570582.54	71
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	22234	27843.52	125	192714	172751.62	90	64305.64	237190	132.74	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	267320	86534.95	32	2741000	2333879.22	85	202908.77	3274811	738023.01	78
39-00	CONTINGENCY	2681-	.00	0	164231	.00	0	.00	158882	158882.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	35576	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	1766	.00	0	199807	.00	0	.00	158882	158882.00	0
40-00	TRAVEL & PER DIEM	6758	4411.07	65	71772	12591.79	18	.00	85380	72788.21	15
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	6758	4411.07	65	71772	12591.79	18	.00	85380	72788.21	15
41-00	COMMUNICATION	13564	10344.73	76	137322	121466.11	89	31900.66	164504	11137.23	93
41 **	COMMUNICATION	13564	10344.73	76	137322	121466.11	89	31900.66	164504	11137.23	93
42-00	POSTAGE & FREIGHT	35699	36634.19	103	360657	309905.90	86	104288.53	431854	17659.57	96
42 **	POSTAGE & FREIGHT	35699	36634.19	103	360657	309905.90	86	104288.53	431854	17659.57	96
43-00	ELECTRIC/WATER/SEWER	67288	55840.42	83	660630	454521.89	69	260085.45	795234	80626.66	90

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	67288	55840.42	83	660630	454521.89	69	260085.45	795234	80626.66	90
44-00	RENTALS AND LEASES	11550	4803.00	42	115501	122178.16	106	9469.69	138649	7001.15	95
44 **	RENTALS AND LEASES	11550	4803.00	42	115501	122178.16	106	9469.69	138649	7001.15	95
45-00	INSURANCE	46993	.00	0	473416	488322.97	103	.00	567454	79131.03	86
45 **	INSURANCE	46993	.00	0	473416	488322.97	103	.00	567454	79131.03	86
46-00	REPAIRS & MAINTENANCE	232355	23919.51	10	797402	446955.27	56	207976.54	1262163	607231.19	52
46-02	REPAIR/MAINT BUILDING	62574	22140.55	35	268551	174321.73	65	28581.12	393709	190806.15	52
46-03	REPAIR/MAINT-VEHICLES	17934	7040.72	39	262850	239690.38	91	1737.30	298776	57348.32	81
46-05	HYDRANT FEES	19246	19210.38	100	192460	192103.80	100	.00	230960	38856.20	83
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	332109	72311.16	22	1521263	1053071.18	69	238294.96	2185608	894241.86	59
47-00	PRINTING & BINDING	12269	12437.63	101	139973	96282.70	69	49692.62	168419	22443.68	87
47 **	PRINTING & BINDING	12269	12437.63	101	139973	96282.70	69	49692.62	168419	22443.68	87
48-00	PROMOTIONAL ACTIVITIES	3255	2962.23	91	56713	28854.01	51	750.00	63275	33670.99	47
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	8330	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	4088	2962.23	73	65043	28854.01	44	750.00	73275	43670.99	40
49-00	OTHER CHARGES & OBLIG.	33348	51352.04	154	271327	244449.20	90	70659.43	339146	24037.37	93
49-02	ADVERTISING	231	.00	0	1863	1844.02	99	.00	2345	500.98	79
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	4160	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	2345.70-	0	0	37430.56-	0	.00	0	37430.56	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1110	.00	0	12768	10000.00	78	.00	15000	5000.00	67

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49 **	OTHER CHARGES & OBLIG.	35105	49006.34	140	290118	218862.66	75	70659.43	361491	71968.91	80
51-00	OFFICE SUPPLIES	3287	914.07	28	33910	15435.98	46	.00	40597	25161.02	38
51 **	OFFICE SUPPLIES	3287	914.07	28	33910	15435.98	46	.00	40597	25161.02	38
52-00	OPERATING SUPPLIES	62924	20666.56	33	596469	595256.59	100	57600.55	723600	70742.86	90
52-02	UNIFORMS	2811	782.79	28	28110	12660.91	45	11460.29	33750	9628.80	72
52-05	EMS 1st RESP-CONSUM SUPP	3803	2580.41	68	38030	37260.76	98	5504.61	45640	2874.63	94
52-07	JANITORIAL SUPPLIES	3072	2863.32	93	30720	22425.69	73	.00	36886	14460.31	61
52-10	HEATING FUEL	247	236.54	96	2470	2112.46	86	855.54	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	652	816.41	125	3378	4329.41	128	354.59	4684	.00	100
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	2444	21683.72	887	18086	21960.50	121	1650.00	22971	639.50-	103
52-22	BULLET PROOF V 2020	3087	.00	0	27783	14052.00	51	19908.00	33960	.00	100
52-30	FUEL, OIL, & LUBRICANTS	22624	24738.06	109	182329	156259.33	86	.00	227626	71366.67	69
52-33	EMPLOYEE HEALTH CENTER	8379	7457.58	89	83790	60469.60	72	40078.40	100548	.00	100
52 **	OPERATING SUPPLIES	110043	81825.39	74	1011165	926787.25	92	137411.98	1232633	168433.77	86
53-00	ROAD MATERIALS/SUPPLIES	2333	650.95	28	23330	15055.82	65	3656.33	28000	9287.85	67
53 **	ROAD MATERIALS/SUPPLIES	2333	650.95	28	23330	15055.82	65	3656.33	28000	9287.85	67
54-00	MEMBERSHIP/PUBLICATIONS	4892	1556.76	32	58698	42262.53	72	.00	68565	26302.47	62
54 **	MEMBERSHIP/PUBLICATIONS	4892	1556.76	32	58698	42262.53	72	.00	68565	26302.47	62
55-00	TRAINING	15116	763.00	5	105991	44111.69	42	8580.00	122424	69732.31	43
55-01	EDA PROGRAM	833	.00	0	8330	3968.00	48	.00	10000	6032.00	40
55 **	TRAINING	15949	763.00	5	114321	48079.69	42	8580.00	132424	75764.31	43
56-15	IT-RELATED OPERATING EXP	170461	8830.72	5	1760646	546724.45	31	48231.23	2111271	1516315.32	28
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	11550	13865.00	120	.00	13865	.00	100

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	171616	8830.72	5	1772196	560589.45	32	48231.23	2125136	1516315.32	29
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	386333	.00	0	661833	.00	0	368090.29	1434500	1066409.71	26
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	386333	.00	0	661833	.00	0	368090.29	1434500	1066409.71	26
63-00	INFRASTRUCTURE	497836	2074.95	0	914452	322277.45	35	524256.85	1910138	1063603.70	44
63-04	FDOT LAP 2020-SIDEWALKS	29-	.00	0	3409	.00	0	.00	3348	3348.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	497807	2074.95	0	917861	322277.45	35	524256.85	1913486	1066951.70	44
64-00	MACHINERY AND EQUIPMENT	322737	205303.95	64	953876	463721.46	49	366897.06	1599367	768748.48	52
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	5613	.00	0	44904	.00	0	.00	56127	56127.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	27650	33180.00	120	.00	33180	.00	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	331115	205303.95	62	1026430	496901.46	48	366897.06	1688674	824875.48	51
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	81546	.00	0	815460	978561.00	120	.00	978561	.00	100
81 **	AIDS TO GOVT AGENCY	81546	.00	0	815460	978561.00	120	.00	978561	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	10710	.00	0	78768	85000.00	108	.00	100200	15200.00	85
83-10	CARES CRF #107-2020	6082	.00	0	42574	54802.45	129	.00	54741	61.45-	100
83 **	OTHER GRANTS & AIDS	16792	.00	0	121342	139802.45	115	.00	154941	15138.55	90
91-03	CDBG (103)	371	.00	0	3339	4084.00	122	.00	4083	1.00-	100
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	27237	.00	0	272370	326846.00	120	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145475	145372.50	100	1454750	1454959.98	100	.00	1745706	290746.02	83
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	173083	145372.50	84	1730459	1785889.98	103	.00	2076635	290745.02	86
FUND 001	TOTAL *********										
	GENERAL FUND	4844593	3321955.81	69	36978095	30129552.77	82	2891315.29	46916650	13895781.94	70
GRAND	TOTAL *********										
		4844593	3321955.81	69	36978095	30129552.77	82	2891315.29	46916650	13895781.94	70

FY 2021 Budget by Classification Report - Summary Listing

7/31/2021

Target for July 2021 is 83%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 55,017,848	$ 11,508,528	83%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 149,667	$ (56,589)	161%
OTHER SOURCES (NON-REVENUE)	$ 15,961,073		$ 276,677	$ 15,684,396	2%
REVENUE TOTALS	**$ 82,580,527**	-	**$ 55,444,192**	**$ 27,136,335**	**67%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,168,081	$ -	$ 11,354,283	$ 5,813,798	66%
OPERATING EXPENDITURES	$ 28,305,740	$ 4,024,508	$ 18,429,975	$ 5,851,257	79%
CAPITAL OUTLAY	$ 7,308,356	$ 1,184,643	$ 976,814	$ 5,146,899	30%
GRANTS, AIDS AND OTHER	$ 29,798,352	$ -	$ 26,304,019	$ 3,494,333	88%
EXPENSE TOTALS	**$ 82,580,527**	**$ 5,209,151**	**$ 57,065,091**	**$ 20,306,287**	75%
REVENUE TOTALS	**$ 82,580,527**	$ -	**$ 55,444,192**	**$ 27,136,335**	**67%**
EXPENSE TOTALS	**$ 82,580,527**	**$ 5,209,151**	**$ 57,065,091**	**$ 20,306,287**	**75%**
	$ -	**$ (5,209,151)**	**$ (1,620,899)**	**$ 6,830,048**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 *	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324 **	IMPACT FEES	0	.00		0	.00		0	.00
320 ***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
31 00	WATER SALES	4,711,112	4,812,143.11	102	47,111,120	45,752,307.24	97	56,533,349	10,781,041.76
33 00	WATER CONNECTION FEE	44,592	47,100.00	106	445,920	432,002.07	97	535,105	103,102.93
33 *	WATER CONNECTION FEE	44,592	47,100.00	106	445,920	432,002.07	97	535,105	103,102.93
36 00	WATER HYDRANT FEES	249,222	302,141.15	121	2,492,220	3,031,200.34	122	2,990,667	40,533.34-
39 06	HYDRANT RESID FLOW TEST	133	840.00	632	1,330	8,300.00	624	1,600	6,700.00-
39 07	BACKFLOW DEVICE TEST	12,083	18,022.38	149	120,830	179,097.01	148	145,000	34,097.01-
39 08	JUMPER METERS	58	680.00-	1172	580	2,460.00	424	700	1,760.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,900.00	290	10,000	38,240.00	382	12,000	26,240.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	305.42	745	410	1,154.20	282	500	654.20-
39 *	WATER OTHER INCOME	13,315	21,387.80	161	133,150	229,251.21	172	159,800	69,451.21-
51 00	SEWER SALES	491,570	540,366.27	110	4,915,700	5,248,394.29	107	5,898,843	650,448.71
51 *	SEWER SALES	491,570	540,366.27	110	4,915,700	5,248,394.29	107	5,898,843	650,448.71
59 01	GREASE TRAP PERMITS	516	658.86	128	5,160	7,058.42	137	6,200	858.42-
60 00	REUSE WATER SALES	32,951	29,933.48	91	329,510	302,540.51	92	395,412	92,871.49
60 01	REUSE WATER INSTALLATION	583	210.97	36	5,830	15,093.50	259	7,000	8,093.50-
60 *	REUSE WATER SALES	33,534	30,144.45	90	335,340	317,634.01	95	402,412	84,777.99

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,543,861	5,753,941.64	104	55,438,610	55,017,847.58	99	66,526,376	11,508,528.42
340	***	CHARGES FOR SERVICES	5,543,861	5,753,941.64	104	55,438,610	55,017,847.58	99	66,526,376	11,508,528.42
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	1,666	10,963.72	658	16,660	91,349.87	548	20,000	71,349.87-
	10 02	INVESTMENT INTEREST	1,250	24.88	2	12,500	566.25	5	15,000	14,433.75
	10 11	INTEREST/CBOS	416	.00		4,160	.00		5,000	5,000.00
	10 *	INTEREST	3,332	10,988.60	330	33,320	91,916.12	276	40,000	51,916.12-
	40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	10,988.60	330	33,320	91,916.12	276	40,000	51,916.12-
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	108	.00		1,080	1,300.00	120	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		1,080	1,300.00	120	1,300	.00
364		DISPOSITION FIXED ASSETS								
	10 00	GAIN/(LOSS)	0	.00		0	19,404.12		0	19,404.12-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	19,404.12		0	19,404.12-
365		SALE SURPLUS MTRLS &SCRAP								
	00 00	SALE SURPLUS MTRLS &SCRAP	250	.00		2,500	7,475.89	299	3,000	4,475.89-
365	**	SALE SURPLUS MTRLS &SCRAP	250	.00		2,500	7,475.89	299	3,000	4,475.89-
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	4,064	665.68-	16	40,640	29,571.21	73	48,778	19,206.79
	90 *	OTHER MISC REVENUES	4,064	665.68-	16	40,640	29,571.21	73	48,778	19,206.79
369	**	OTHER MISC REVENUES	4,064	665.68-	16	40,640	29,571.21	73	48,778	19,206.79
360	***	MISCELLANEOUS REVENUES	7,754	10,322.92	133	77,540	149,667.34	193	93,078	56,589.34-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 24	RENEW & REPLACE (424)	51,342	.00		140,367	.00		243,052	243,052.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	25	RESTRICTED ASSETS (425)	1,450	.00		4,350	.00		7,252	7,252.00
91	26	WS CPTL PROJ 2018B (426)	55,335	.00		166,005	276,677.00	167	276,677	.00
91	*	TRANSFER FROM	108,127	.00		310,722	276,677.00	89	526,981	250,304.00
381	**	INTERFUND TRANSFER	108,127	.00		310,722	276,677.00	89	526,981	250,304.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
83	*	CONTRIBUTION VIERA	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	2,350,121	.00		10,733,852	.00		15,434,092	15,434,092.00
99	*	BALANCE FORWARD	2,350,121	.00		10,733,852	.00		15,434,092	15,434,092.00
389	**	NON OPERATING SOURCES	2,350,121	.00		10,733,852	.00		15,434,092	15,434,092.00
380	***	OTHER SOURCES(NON-REV)	2,458,248	.00		11,044,574	276,677.00	3	15,961,073	15,684,396.00
FUND TOTAL		WATER/SEWER FUND	8,009,863	5,764,264.56	72	66,560,724	55,444,191.92	83	82,580,527	27,136,335.08

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND ELE OBJ ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00 EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
11 ** EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
12-00 REGULAR SALARIES & WAGES	781867	878756.83	112	7822276	6164880.75	79	.00	9386052	3221171.25	66
12-10 SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12 ACCRUAL PAYOUTS	9744	4772.38	49	88260	142127.40	161	.00	107766	34361.40-	132
12 ** REGULAR SALARIES & WAGES	791611	883529.21	112	7910536	6307008.15	80	.00	9493818	3186809.85	66
13-00 OTHER SALARIES & WAGES	60584	68992.77	114	605840	494685.04	82	.00	727064	232378.96	68
13 ** OTHER SALARIES & WAGES	60584	68992.77	114	605840	494685.04	82	.00	727064	232378.96	68
14-00 OVERTIME	57644	77060.18	134	576440	542999.95	94	.00	691762	148762.05	79
14-01 COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 ** OVERTIME	57644	77060.18	134	576440	542999.95	94	.00	691762	148762.05	79
15-00 SPECIAL PAY	150	150.00	100	1500	1500.00	100	.00	1800	300.00	83
15 ** SPECIAL PAY	150	150.00	100	1500	1500.00	100	.00	1800	300.00	83
20-00 CLOTHING/SHOE ALLOWANCE	1507	480.00	32	17830	19441.92	109	.00	20870	1428.08	93
20 ** CLOTHING/SHOE ALLOWANCE	1507	480.00	32	17830	19441.92	109	.00	20870	1428.08	93
21-00 FICA TAXES	68281	78125.67	114	682300	552664.77	81	.00	818898	266233.23	68
21 ** FICA TAXES	68281	78125.67	114	682300	552664.77	81	.00	818898	266233.23	68
22-00 RETIREMENT CONTRIBUTIONS	97490	121734.50	125	1185492	1020093.22	86	.00	1388749	368655.78	74
22-01 POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 ** RETIREMENT CONTRIBUTIONS	97490	121734.50	125	1185492	1020093.22	86	.00	1388749	368655.78	74
23-00 INSURANCES	20968	14988.47	72	209680	148970.97	71	.00	251635	102664.03	59
23-02 LIFE/HEALTH RETIREES	14381	10213.03	71	143810	127641.00	89	.00	172579	44938.00	74
23-03 CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04 MEDICAL	242637	168560.66	70	2426370	1648490.27	68	.00	2911682	1263191.73	57
23-05 HEALTH RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-06	HEALTH RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-07	DENTAL INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	277986	193762.16	70	2779860	1925102.24	69	.00	3335896	1410793.76	58
24-00	WORKER'S COMPENSATION	44432	44985.43	101	444114	378936.59	85	.00	533024	154087.41	71
24 **	WORKER'S COMPENSATION	44432	44985.43	101	444114	378936.59	85	.00	533024	154087.41	71
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	4160	4129.77	99	.00	5000	870.23	83
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	4160	4129.77	99	.00	5000	870.23	83
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12600	11000.00	87	126000	107721.64	86	.00	151200	43478.36	71
27 **	BENEFIT OFFSET	12600	11000.00	87	126000	107721.64	86	.00	151200	43478.36	71
31-00	PROFESSIONAL SERVICES	166006	7848.75	5	1655860	153070.33	9	252765.08	1987882	1582046.59	20
31-01	LEGAL EXPENSES	45636	15834.90	35	456140	127740.69	28	79680.69	547421	339999.62	38
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	210572	205135.43	97	1579688	1019580.04	65	829555.01	2000843	151707.95	92
31-33	EMPLOYEE HEALTH CENTER	11865	11503.67	97	118650	105066.50	89	37322.50	142389	.00	100
31 **	PROFESSIONAL SERVICES	434079	240322.75	55	3810338	1405457.56	37	1199323.28	4678535	2073754.16	56
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	99303	5823.55	6	1020737	907124.37	89	248795.99	1219377	63456.64	95
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	5488130	5488140.00	100	.00	6585764	1097624.00	83
34 **	CONTRACT SERVICES	648116	554637.55	86	6508867	6395264.37	98	248795.99	7805141	1161080.64	85
39-00	CONTINGENCY	75968-	.00	0	228026	.00	0	.00	76097	76097.00	0

FUND 421 WATER/SEWER FUND ELE OBJ ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-02 BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15 WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 ** CONTINGENCY	75968-	.00	0	228026	.00	0	.00	76097	76097.00	0
40-00 TRAVEL AND PER DIEM	1440	.00	0	14400	2653.12	18	.00	17308	14654.88	15
40-01 CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 ** TRAVEL AND PER DIEM	1440	.00	0	14400	2653.12	18	.00	17308	14654.88	15
41-00 COMMUNICATION	17926	13680.31	76	174703	158853.76	91	38102.70	210577	13620.54	94
41 ** COMMUNICATION	17926	13680.31	76	174703	158853.76	91	38102.70	210577	13620.54	94
42-00 FREIGHT & POSTAGE SERVICE	2038	378.82	19	20380	2007.65	10	.00	24490	22482.35	8
42 ** FREIGHT & POSTAGE SERVICE	2038	378.82	19	20380	2007.65	10	.00	24490	22482.35	8
43-00 ELECTRIC/WATER/SEWER	174535	141101.91	81	1956055	1300039.58	67	772351.55	2305157	232765.87	90
43 ** ELECTRIC/WATER/SEWER	174535	141101.91	81	1956055	1300039.58	67	772351.55	2305157	232765.87	90
44-00 RENTAL AND LEASES	2186	675.00	31	33857	14807.81	44	3285.00	38250	20157.19	47
44 ** RENTAL AND LEASES	2186	675.00	31	33857	14807.81	44	3285.00	38250	20157.19	47
45-00 INSURANCE	38000	.00	0	478022	527415.15	110	.00	557551	30135.85	95
45 ** INSURANCE	38000	.00	0	478022	527415.15	110	.00	557551	30135.85	95
46-00 REPAIRS & MAINTENANCE	491506	305632.19	62	5435531	4146166.50	76	814661.78	6418572	1457743.72	77
46-02 REPAIR/MAINT BUILDING	14009	15795.06	113	230807	66930.30	29	4761.57	258850	187158.13	28
46-03 REPAIR/MAINT-VEHICLES	20267	1086.24	5	202670	136282.08	67	.00	243232	106949.92	56
46-15 INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 ** REPAIRS & MAINTENANCE	525782	322513.49	61	5869008	4349378.88	74	819423.35	6920654	1751851.77	75
47-00 PRINTING & BINDING	603	.00	0	6030	4250.20	71	.00	7280	3029.80	58
47 ** PRINTING & BINDING	603	.00	0	6030	4250.20	71	.00	7280	3029.80	58
48-00 PROMOTIONAL ACTIVITIES	1666	2119.87	127	16660	7679.87	46	5877.20	20000	6442.93	68
48 ** PROMOTIONAL ACTIVITIES	1666	2119.87	127	16660	7679.87	46	5877.20	20000	6442.93	68

FUND 421 WATER/SEWER FUND ELE OBJ ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-00 OTHER CHARGES & OBLIG.	5749	8248.49	144	46717	63031.61	135	.00	58253	4778.61-	108
49-02 ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07 BAD DEBT EXPENSE	0	3154.70-	0	0	52572.16-	0	.00	0	52572.16	0
49-08 CASH OVER & UNDER	0	40.40-	0	0	100.31-	0	.00	0	100.31	0
49-09 DOCUMENT RECORDING CHGS	250	560.00-	224-	2500	5530.00-	221-	.00	3000	8530.00	184-
49-15 OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17 DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 ** OTHER CHARGES & OBLIG.	5999	4493.39	75	49217	4829.14	10	.00	61253	56423.86	8
51-00 OFFICE SUPPLIES	1813	1548.73	85	18130	7412.70	41	.00	21802	14389.30	34
51 ** OFFICE SUPPLIES	1813	1548.73	85	18130	7412.70	41	.00	21802	14389.30	34
52-00 OPERATING SUPPLIES	87752	54305.87	62	635414	605844.92	95	52208.73	810969	152915.35	81
52-07 JANITORIAL SUPPLIES	769	471.03	61	7690	3718.31	48	.00	9240	5521.69	40
52-09 CHEMICALS	322982	219565.48	68	3214820	3050123.75	95	736695.04	3860792	73973.21	98
52-30 FUEL OIL & LUBRICANTS	25587	19126.46	75	256056	187227.30	73	54113.49	307261	65920.21	79
52-33 EMPLOYEE HEALTH CENTER	6027	5364.21	89	60270	43495.69	72	28828.31	72324	.00	100
52 ** OPERATING SUPPLIES	443117	298833.05	67	4174250	3890409.97	93	871845.57	5060586	298330.46	94
53-00 ROAD MATERIALS/SUPPLIES	2498	8685.46	348	24980	20368.04	82	3287.14	30000	6344.82	79
53 ** ROAD MATERIALS/SUPPLIES	2498	8685.46	348	24980	20368.04	82	3287.14	30000	6344.82	79
54-00 MEMBERSHIP/PUBLICATIONS	3241	.00	0	32410	34555.49	107	.00	38923	4367.51	89
54 ** MEMBERSHIP/PUBLICATIONS	3241	.00	0	32410	34555.49	107	.00	38923	4367.51	89
55-00 TRAINING	4238	7471.50	176	77882	31066.85	40	16950.00	86399	38382.15	56
55-01 EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 ** TRAINING	4238	7471.50	176	77882	31066.85	40	16950.00	86399	38382.15	56
56-00 TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15 IT-RELATED OPERATING EXP	25983	10112.76	39	285914	273524.98	96	45266.54	345737	26945.48	92

FUND 421 WATER/SEWER FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	25983	10112.76	39	285914	273524.98	96	45266.54	345737	26945.48	92
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	1569714	41230.95	3	3092571	366800.91	12	908706.64	6232030	4956522.45	21
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	1569714	41230.95	3	3092571	366800.91	12	908706.64	6232030	4956522.45	21
64-00	MACHINERY & EQUIPMENT	89085	206389.00	232	768137	610013.06	79	275936.64	946326	60376.30	94
64-15	IT HARDWARE	8457	.00	0	113073	.00	0	.00	130000	130000.00	0
64 **	MACHINERY & EQUIPMENT	97542	206389.00	212	881210	610013.06	69	275936.64	1076326	190376.30	82
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-20	W/S SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95

FUND 421 WATER/SEWER FUND ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
73 **	OTHER DEBT SERVICE COST	0	.00	0	75000	71200.00	95	.00	75000	3800.00	95
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	1000	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	1000	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	638119	650865.67	102	6534143	6508656.70	100	.00	7810388	1301731.30	83
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	1063853	.00	0	9922325	11484879.00	116	.00	12050035	565156.00	95
91-25	TO RESTRICTED ASSET 425	629917	704473.44	112	6299170	6165724.80	98	.00	7559005	1393280.20	82
91-26	WS CPTL PROJ 2018B 426	185546	.00	0	556638	927731.00	167	.00	927731	.00	100
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2517435	1355339.11	54	23312276	25086991.50	108	.00	28347159	3260167.50	89
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	1145820	1145827.50	100	.00	1374993	229165.50	83
95 **	NONOPERATING	114582	114582.75	100	1145820	1145827.50	100	.00	1374993	229165.50	83
FUND 421	TOTAL ********* WATER/SEWER FUND	7969366	4803936.32	60	66621078	57065091.38	86	5209151.60	82580529	20306286.02	75
GRAND	TOTAL *********	7969366	4803936.32	60	66621078	57065091.38	86	5209151.60	82580529	20306286.02	75

FY 2021 Budget by Classification Report - Summary Listing

7/31/2021

Target for July 2021 is 83%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 1,868,968	$ (57,699)	103%
CHARGES FOR SERVICES	$ -		$ (833)	$ 833	100%
INTERGOVERNMENTAL/GRANT	$ -		$ 1,497	$ (1,497)	0%
MISCELLANEOUS	$ -		$ 7,064	$ (7,064)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,876,696**	**$ 72,850**	**96%**
EXPENSE					
SALARIES AND BENEFITS	$ 576,104	$ -	$ 409,122	$ 166,982	71%
OPERATING EXPENDITURES	$ 806,987	$ 72,394	$ 427,335	$ 307,258	62%
CAPITAL OUTLAY	$ 566,455	$ 311,572	$ 131,812	$ 123,071	78%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 383,966**	**$ 968,269**	**$ 597,311**	**69%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,876,696**	**$ 72,850**	**96%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 383,966**	**$ 968,269**	**$ 597,311**	**69%**
	$ -	**$ (383,966)**	**$ 908,427**	**$ (524,461)**	

*Stormwater Assessment Revenues come in November-March

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	0	.00		1,661,269	1,777,632.46	107	1,661,269	116,363.46-
23 02	DELINQUENT TAX	0	86,616.54-		0	120.67		0	120.67-
23 03	PENALTIES	0	5.43		0	4,477.65		0	4,477.65-
23 04	TAX CERTIFICATES	0	86,737.21		150,000	86,737.21	58	150,000	63,262.79
23 *	STORMWATER	0	126.10		1,811,269	1,868,967.99	103	1,811,269	57,698.99-
325 **	SPECIAL ASSESSMENT	0	126.10		1,811,269	1,868,967.99	103	1,811,269	57,698.99-
320 ***	OTHER PERMITS & FEES	0	126.10		1,811,269	1,868,967.99	103	1,811,269	57,698.99-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	1,497.00		0	1,497.00		0	1,497.00-
10 *	SHARED REV - BREVARD CTY	0	1,497.00		0	1,497.00		0	1,497.00-
338 **	SHARED REVENUE LOCAL UNIT	0	1,497.00		0	1,497.00		0	1,497.00-
330 ***	INTERGOVERNMENTAL REVENUE	0	1,497.00		0	1,497.00		0	1,497.00-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	14.28		0	833.13-		0	833.13
91 *	STORMWATER FEES	0	14.28		0	833.13-		0	833.13
343 **	PHYSICAL ENVIRONMENT	0	14.28		0	833.13-		0	833.13
340 ***	CHARGES FOR SERVICES	0	14.28		0	833.13-		0	833.13
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	882.34		0	7,058.56		0	7,058.56-
10 10	SBA	0	.67		0	5.63		0	5.63-
10 *	INTEREST	0	883.01		0	7,064.19		0	7,064.19-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
361	**	INTEREST & OTHER EARNINGS	0	883.01		0	7,064.19		0	7,064.19-
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	883.01		0	7,064.19		0	7,064.19-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	13,828	.00		110,624	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		110,624	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		110,624	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		110,624	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	13,828	2,520.39	18	1,921,893	1,876,696.05	98	1,949,546	72,849.95

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28770	37074.72	129	287802	253677.90	88	.00	345347	91669.10	74
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	226	.00	0	1949	2403.27	123	.00	2404	.73	100
12 **	REGULAR SALARIES & WAGES	28996	37074.72	128	289751	256081.17	88	.00	347751	91669.83	74
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	278	35.74	13	2780	3498.13	126	.00	3341	157.13-	105
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	35.74	13	2780	3498.13	126	.00	3341	157.13-	105
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	500	720.00	144	.00	600	120.00-	120
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	500	720.00	144	.00	600	120.00-	120
21-00	FICA TAXES	2206	2797.65	127	22044	19529.83	89	.00	26461	6931.17	74
21 **	FICA TAXES	2206	2797.65	127	22044	19529.83	89	.00	26461	6931.17	74
22-00	RETIREMENT CONTRIBUTIONS	2902	4015.33	138	29017	26064.06	90	.00	34837	8772.94	75
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	4015.33	138	29017	26064.06	90	.00	34837	8772.94	75
23-00	INSURANCES	624	504.86	81	6240	4650.61	75	.00	7488	2837.39	62
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	8475	5923.16	70	84750	56884.72	67	.00	101710	44825.28	56
23-07	DENTAL INSURANCE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	9099	6428.02	71	90990	61535.33	68	.00	109198	47662.67	56
24-00	WORKER'S COMPENSATION	4094	4637.14	113	40919	37852.32	93	.00	49116	11263.68	77

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	4094	4637.14	113	40919	37852.32	93	.00	49116	11263.68	77
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	4000	3841.56	96	.00	4800	958.44	80
27 **	BENEFIT OFFSET	400	400.00	100	4000	3841.56	96	.00	4800	958.44	80
31-00	PROFESSIONAL SERVICES	8051	162.50	2	82295	19407.56	24	49207.29	98401	29786.15	70
31-01	LEGAL EXPENSES	41	.00	0	410	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	561.15	97	5790	5125.21	89	1820.79	6946	.00	100
31 **	PROFESSIONAL SERVICES	8671	723.65	8	88495	24532.77	28	51028.08	105847	30286.15	71
34-00	CONTRACT SERVICES	4214	.00	0	36544	34507.49	94	4359.49	44979	6112.02	86
34-10	COST OF GENERAL FUND SVCS	14597	14897.00	102	151566	148970.00	98	.00	180770	31800.00	82
34 **	CONTRACT SERVICES	18811	14897.00	79	188110	183477.49	98	4359.49	225749	37912.02	83
39-00	CONTINGENCY	7631	.00	0	183497	.00	0	.00	198762	198762.00	0
39 **	CONTINGENCY	7631	.00	0	183497	.00	0	.00	198762	198762.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2370	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	2370	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	227.45	122	1860	1745.71	94	486.29	2232	.00	100
41 **	COMMUNICATION	186	227.45	122	1860	1745.71	94	486.29	2232	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	410	151.73	37	.00	500	348.27	30
42 **	POSTAGE & FREIGHT	41	.00	0	410	151.73	37	.00	500	348.27	30
43-00	ELECTRIC/WATER/SEWER	1520	827.74	55	15200	8100.95	53	8640.95	18240	1498.10	92
43 **	ELECTRIC/WATER/SEWER	1520	827.74	55	15200	8100.95	53	8640.95	18240	1498.10	92
44-00	RENTALS AND LEASES	208	.00	0	2080	250.00	12	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	.00	0	2080	250.00	12	.00	2500	2250.00	10
45-00	INSURANCE	819	.00	0	8190	11503.40	141	.00	9828	1675.40-	117

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
45 **	INSURANCE	819	.00	0	8190	11503.40	141	.00	9828	1675.40-	117
46-00	REPAIRS & MAINTENANCE	17874	4870.00	27	128324	153119.19	119	4422.39	164076	6534.42	96
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	1073.52	29	37000	20992.61	57	.00	44400	23407.39	47
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	21574	5943.52	28	165324	174111.80	105	4422.39	208476	29941.81	86
47-00	PRINTING & BINDING	83	.00	0	830	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	830	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	126.95-	0	0	2020.27-	0	.00	0	2020.27	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	126.95-	0	0	2020.27-	0	.00	0	2020.27	0
51-00	OFFICE SUPPLIES	41	.00	0	410	105.76	26	.00	500	394.24	21
51 **	OFFICE SUPPLIES	41	.00	0	410	105.76	26	.00	500	394.24	21
52-00	OPERATING SUPPLIES	1062	773.02	73	10620	5736.70	54	900.17	12751	6114.13	52
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	602	1775.70	295	6020	14063.50	234	.00	7224	6839.50-	195
52-33	EMPLOYEE HEALTH CENTER	294	261.62	89	2940	2121.66	72	1406.34	3528	.00	100
52 **	OPERATING SUPPLIES	1958	2810.34	144	19580	21921.86	112	2306.51	23503	725.37-	103
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	620	165.00	27	.00	750	585.00	22
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	620	165.00	27	.00	750	585.00	22
55-00	TRAINING	312	.00	0	3120	2138.50	69	.00	3750	1611.50	57
55 **	TRAINING	312	.00	0	3120	2138.50	69	.00	3750	1611.50	57

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-15	IT-RELATED OPERATING EXP	357	230.00	64	1785	1150.00	64	1150.00	2500	200.00	92
56 **	TECHNOLOGY SYSTEMS	357	230.00	64	1785	1150.00	64	1150.00	2500	200.00	92
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	33888	9593.00	28	273126	131811.50	48	91999.67	340905	117093.83	66
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	33888	9593.00	28	273126	131811.50	48	91999.67	340905	117093.83	66
64-00	MACHINERY & EQUIPMENT	19074	.00	0	187402	.00	0	219572.50	225550	5977.50	97
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	19074	.00	0	187402	.00	0	219572.50	225550	5977.50	97
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	163498	90514.35	55	1622410	968268.60	60	383965.88	1949546	597311.52	69
GRAND	TOTAL *********	163498	90514.35	55	1622410	968268.60	60	383965.88	1949546	597311.52	69