City of Cocoa

65 Stone Street
Cocoa, FL 32922

Summary Agenda

City Council

Tuesday, July 27, 2021 | **6:00 PM** | **Cocoa City Council Chambers**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-489 Approve the Agenda for the Regular meeting of July 27, 2021, as presented or with amendments.

Attachments: 07-27-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-490 Approve the Minutes of the Regular meeting of June 22, 2021, as written or with amendments.

Attachments: 06-22-2021 Minutes ADA.pdf

EXHIBIT A-Statement read by Mayor Blake.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-515 Presentation by Dr. Mullins, Superintendent of Brevard Public Schools. (Mayor Blake)

III.2 21-443 Presentation of the City of Cocoa's 2021 "Cocoa Works" Summer Youth Employment Program.

III.3 21-504 Announce the winning entries of the first annual Tree Beauty Contest. (Assistant to the CM/Public Information Officer)

Attachments:
2E5686B0-7638-4FB1-844A-2EF051C8640E.jpeg
1623346632103853593846035316208 (1).jpg
Alex Greenwood 840 Forrest Ave.jpg
Alex Greenwood Tulip Trees.jpg
IMG_20210704_082210360.jpg
IndianRiverDrTrees.jpg
Janne Etz.jpg
royal poinciana.jpg

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 21-447 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. (Utilities Director)

Attachments:
Interlocal Agreement Between the City of Cocoa and City of Melbourne.pdf
FINAL Bid Specs Pineda Causeway Water Main 30315 04232021.pdf
QUALITY ENT 06102021 compressed.pdf
Pineda Causeway WTMs Award Recommendation Letter Signed..pdf
Bid Tabulation Sheet Final.pdf
Pineda Causeway WTMs Const Bid Allocation Memo_6_15_21.pdf
Summary of Minutes from July 13th City Council Meeting.pdf
WS18MI Budget Analysis as of 7-15-21.xlsx
Bond Project Budget for Pineda Project.xlsx
Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-100-A-UT-Pineda Causeway (7-27-21) Agenda 21-449.pdf
BAF 21-101-PT-UT-Pineda Causeway (7-27-21) Agenda 21-447.pdf

V.2 21-449 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. (Utilities Director)

Attachments:
- Interlocal Agreement Between the City of Cocoa and City of Melbourne.pdf
- Pineda Causeway WTMs Const Phase Services Scope 6_21_21-CRRsigned.pc
- Budget Resolution FY 2021- ADA Compliant.docx
- Summary of Minutes from July 13th City Council Meeting.pdf

V.3 21-468 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. (Utilities Director)

Attachments:
- Proposal-203436-CO-1-FL-Cocoa-Sulfuraetor Caps Rehab.pdf
- Vortex_Quote_agenda.pdf
- Budget Resolution 7.27.21.docx
- BAF 21-090-A-UT-Protection of Sulfuraetor Tanks (7-27-21) Agenda 21-468.pdf
- Amendment 1 contract extension TP07-18-Vortex Services LLC.pdf
- PO# 78016.pdf
- Vortex Services COI EXP 12.11.21.pdf
- Resolution 2021-065 Contingency Vortex.doc

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

Attachments:
- Budget Resolution FY 2021- ADA Compliant.docx
- BAF 21-091-T-UT-New AC Unit (7-27-21) Agenda 21-474.pdf
- 15-JLP-023_Renewal__1.pdf
- 15-JLP-023_Trane_RL2_2019-08-19.pdf
- FULLY EXECUTED Standard Form for New Piggyback Contract No. 15-JLP-02
- FULLY EXECUTED_Service Maintenance Agreement (TRANE).pdf
- Master_Agreement_Trane.pdf
- P21_Price_Reference.pdf
- Pricing_Clarification.pdf
- U_S_Communities-08082017073431__1_.pdf
- Trane COI exp. 4.17.2022.pdf
- Dyal Water Treatment Plant Building 9 Split System Replacements 0712.pdf

V.5 21-478 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. (Public Works Director)

Attachments:
- FDACS Contract 27860 - City of Cocoa.pdf
- Managing Urban Forests Grant Award Package.pdf
- Budget Resolution FY 2021- ADA Compliant.docx
- REV BAF 21-097-A-PW-Florida Forest Service (7-27-21) Agenda 21-478.pdf

V.6 21-491 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. (Utilities Director)

Attachments:
- Ovivo CO#1 proposal.pdf
- Budget Resolution FY 2021- ADA Compliant.docx
- BAF 21-093-UT-Clarifier Sweep Arm (7-27-21) Agenda 21-491.pdf
- PO Amendment to T&Cs_SIGNED.pdf
- Sellers WS21AR - Exemption to Competitive Bid Form SIGNED.pdf
- WS21AR_CO#1.pdf
- OVIVO COI Auto.pdf
- OVIVO COI -General.pdf
- 77722.pdf

V.7 21-496 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. (Public Works Director)

Attachments:
- B71973 FUEL SITES JSR Enterprises .pdf
- CoC Fleet Bldg - Site (FUEL TANKS #1).pdf
- CoC Fleet Bldg - Site (FUEL TANKS #2).pdf
- Cocoa Fleet fuel tank location - 2.pdf
- Est_4490_from_JSR_Enterprises_East_Coast_LLC_2176.pdf
- Est_4491_from_JSR_Enterprises_East_Coast_LLC_2176.pdf
- Fleet new Refueling diagram.pdf
- Fleet Refueling diagram-current.pdf
- MOU - JSR.pdf
- PARTIALLY EXECUTED Standar For for Piggyback Contract (JSR Fueling Tecl
- SIGNED E-Verify Contractor Affidavit.pdf
- Budget Resolution FY 2021- ADA Compliant.docx
- BAF 21-095-T-1 Stormwater Fuel Tank (7-27-21)Agenda 21-496.pdf
- BAF 21-095-T-2 Water-Sewer Fuel Tank (7-27-21)Agenda 21-496.pdf
- Resolution 2021-062 Contingency Fuel Facilty Rehab.doc
- REVISED PARTIALLY EXECUTED Standard form Piggyback Contract (JSR Fu

V.8 21-499 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. (Public Works Director)

Attachments:
- MONTHLY PARTS INVOICES.pdf
- DEPART-4603 ACCOUNT BAL-SUMARY.pdf
- DEPART-4600 ACCOUNT BAL-SUMARY.pdf

MULTI-YEAR CONTRACTS:

V.9 21-469 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. (Administrative Services Director)

Attachments: 2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium
2021 Medicare Part B Rates.docx
070921 - Cocoa - Medicare Retiree UHC 2022 Renewal Evaluation.pdf
070921 - Cocoa - UHC 2022 Medicare Advantage Plan Summary Rate Page.pc

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 21-495 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. (Finance Director)

Attachments: Resolution 2021-60 Establishing the Rolled Back Rate and Setting the Millage F

VII.2 21-506 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. (Interim Community Services Director)

Attachments: Resolution 2020-146.pdf
Resolution 2020-218.pdf
Resolution 2021-13.docx

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

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

Attachments: PO Monthy Report to City Council 10.01.20 thru 6.30.21.pdf

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

Attachments: June 2021 Calls for Service By Incident Type.pdf

IX.3 21-492 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 6-30-21.pdf

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

Attachments: June FY 2021 EXPENSE Budget Tracking Worksheet.pdf

June FY 2021 REVENUE Budget Tracking Worksheet.pdf

IX.5 21-494 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 -June 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

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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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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-489

File ID:	21-489	**Type:**	Agenda	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/08/2021
Subject:				**Final Action:**	

Title: Approve the Agenda for the Regular meeting of July 27, 2021, as presented or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	07-27-2021 Short Agenda ADA.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: July 27, 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 July 27, 2021. (21-489)

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

III. Awards and Presentations:

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

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

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

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the

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

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of 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 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)

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)

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)

VIII. City Business:

None.

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:

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

XI. Adjournment:

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

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-490

File ID:	21-490	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/08/2021
Subject:				**Final Action:**	

Title: Approve the Minutes of the Regular meeting of June 22, 2021, as written or with amendments.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	06-22-2021 Minutes ADA.pdf, EXHIBIT A-Statement read by Mayor Blake.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

MINUTES
City of Cocoa
Regular Meeting of The City Council

June 22, 2021

A Regular City Council Meeting was held on Tuesday, June 22, 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 Councilmember Dyal 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:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Rob Bobay, Police Lieutenant, Acting Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Interim Community Services Director; and Trevor Roth, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of June 22, 2021 (21-431)

* **Motion by Mayor Blake to amend the agenda to remove Item III.1 under Awards & Presentations and he provided the following explanation:**

"Our city has a resiliency and sustainability plan, resiliency is, and should be, the cornerstone of what we do in terms of our utilities system, our stormwater system and public buildings and public facilities. Where we can achieve sustainability, when it makes sense in terms of cost, and not at the expense of meeting the basic needs of our citizens and businesses than we should. Cape Canaveral does not face the same challenges we do, our priorities are different. And we are not the same geographically and environmentally speaking. They have the Atlantic Ocean and Indian River on both sides, we are a mainland community. There's differences in our tax base, budget, housing, our residents and their economic position. We need to invest in those projects that best improve our community…in response to the needs of our residents. Again, we already have a resiliency action plan and we have a sustainability plan, those plans should guide our staff as projects are being identified and developed. We need to let the City Manager and the appropriate Directors do their job, I trust as projects are developed they will take into account our resiliency and sustainability plans. No offense to the representative from Cape Canaveral, they'd be better meeting with our Sustainability Committee. I'd like to respect everyone's time, and request this presentation be referred to the Sustainability Committee. They can report back to the City Manager if necessary, and he can get back with us."[1]

* **The Motion was Seconded by Councilmember Dyal, for discussion.**

Councilmember Koss stated that this has nothing to do with the differences in Cocoa and Cape Canaveral. She noted that they have a model program and it has to do with the similarities we share. She felt this was unusual because as a councilwoman she has the right to put something on the agenda and Cape Canaveral came as their guests. She was excited for them to get to share their program with the City.

Deputy Mayor Goins respected what the Mayor stated, and agreed with some of his points, however, representatives from Cape Canaveral were here and took their time to be here, and prepared a presentation to give us tonight. He felt that the City owed them the respect.

[1] Statement read by Mayor Blake

Mayor Blake noted there are twenty-nine slides and felt that they should have gone to the Sustainability Advisory Board first. He voiced his respect for the City of Cape Canaveral's staff and councilmembers. He spoke about the Sustainability Advisory Board and asked that they go straight to the board and then bring this back to Council. He stressed the importance of following protocol.

Councilmember Koss advised that most of the board has seen the presentation.

THE VOTE ON THE MOTION WAS:

Ayes: Blake, Goins, Dyal, Hearn

Nays: Koss

THE MOTION CARRIED (4-1)

2. Minutes: (a) Regular Meeting of May 11, 2021 (21-432)
(b) Regular Meeting of May 25, 2021 (21-450)

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve the Minutes of the Regular Meeting of May 11, 2021 and Regular Meeting of May 25, 2021 as written.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation by the City of Cape Canaveral's Sustainability Program Manager Zack Eicholz, Councilwoman Angela Raymond, and City Planner Brenda Surprenant, on Sustainability/Resiliency. (21-435). (Councilmember Koss)

- **This item was removed from the Agenda.**

IV. Delegations:

Keno Diefenderfer, 506 Donley Street, Cocoa, spoke about a skate park. He has researched the costs and it would be around $300,000 to $400,000. He explained his reasonings for having a skate park in the old Joe Lee Smith Center and advised the closest one is five miles away and is small. Additionally, it would be a safe place for kids and skateboarders to be and would keep them out of the Village or off of private property.

Ed Green, 104 Riverside Drive, #204, Cocoa, voiced his support for the CRA appointment happening tonight. He noted that it was significant, as first it marked the end of Capt. Ed Lanni's distinguished service on the board. All of the applicants are residents of the CRA area. It has been a long time since the board would have a member actually representing the tax payers of the Village. He believed that all three applicants were very qualified, however, he was supporting Candace Rogers. The other two have had ample opportunity to serve the City and have done so over the years. He felt that this was an opportunity to bring in someone who was anxious to help the city and who has worked very hard as a private citizen. She has worked tirelessly with the Cocoa Village Neighborhood Association. Her work has encouraged others to participate and to be aware of what happens in the City. He urged Council to give her consideration.

Phyllis Moscoso, 2209 Catawba Drive, Cocoa, provided an update on the Brevard Museum and noted they have established a non-profit and filed other various forms to be a non-profit, and they have requested that the application be expedited due to September 30th dates. She explained how the non-profit status works and that it can be retroactive to June 10th which was the date they filed with the State. She asked for staff to be approved to start speaking with Brevard Museum Inc. for a possible lease agreement.

John Niland, 130 Warsteiner Way, Unit 22, Melbourne Beach, Florida, spoke on fluoride. He mentioned the meeting held in Mims last night and that it was attended by about one hundred people. The majority of those attendees were from the dental industry. There were two panels presenting opposing views on fluoride. He further mentioned a poll taken by Florida Today and about sixty percent of those polled were not in favor of fluoride. He will be back to speak in the future.

Brenda Fox, 1110 Abington St., Cocoa, advised that she was at the last meeting and discussed pools in the area. She spoke with someone at the Joe Lee Smith Center and now the problem is with the pump. She asked when that would be fixed. In response, Mr. Smith noted that there was failure in one of the pipes and the contractor is aware but he did not have a timeline as to when this would be fixed. Ms. Fox further spoke about Pineda Street and that there was a sidewalk that was almost fully covered by a pine bush. She requested that area be cleaned as you cannot use the sidewalk. It was the east side of Pineda and Dixon.

Bernice Cox, 701 Aurora St., Cocoa, stated when Councilmember Hearn was elected he suggested some type of security during the meetings. She felt that there

should only be one entrance for meetings. She also attends Code Board meetings and there is always an officer in the back of the room. She felt that should be done during Council meetings as well.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY21 Budget, BAF# 21-087-T through the use of General Fund Contingency, in the amount of $110,000 to Professional Services, to pay legal service invoices for the remainder of Fiscal Year. (21-442). (Administrative Services Director)

2. Authorize the City Manager to Provide Additional Easements and Access to Duke Energy at the Dyal Water Treatment Plant in an Agreement Acceptable to City Attorney and Utilities Director. (21-444). (Utilities Director)

(B) Multi-Year Contracts:

3. Approve a Multi-Year Contract with ClearGov, Budget Document Software, by way of Exemption to Competitive Bid. (21-415). (Finance Director)

4. Approve a multi-year contract with Thompson Consulting Services, LLC (Tier I) and Disaster Program & Operations, Inc. (Tier II) for Disaster Debris Monitoring Services from June 22, 2021, to June 21, 2027, including three one-year renewal options not to exceed six (6) years. Authorize the City Manager approval authority to sign the associated contracts approved by City Council and subsequent renewal terms. (21-433). (Public Works Director)

5. Approve a multi-year contract with CrowderGulf Joint Venture, Inc. (Tier I) and Ceres Environmental Services, Inc. (Tier II) for Disaster Debris Removal/Management Services and Ancillary Preparation/Recovery Services from June 22, 2021, to June 21, 2027, including three one-year renewal options not to exceed six (6) years. Authorize the City Manager approval authority to sign associated contract approved by City Council and subsequent renewal terms. (21-440). (Public Works Director)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Consideration of 2nd reading (Ord. 09-2021) for a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one parcel (0.6 acres) from Brevard County IU (Light Industrial) to City of Cocoa M-1 (Light Industrial and Warehouse) as depicted on Exhibit A. (21-438). (Interim Community Services Director)

Attorney Garganese read Ordinance No. 09-2021 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 09-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF AN APPROXIMATELY 0.60 ACRE PARCEL OF REAL PROPERTY, LOCATED NORTHWEST OF THE INTERSECTION OF STATE ROAD 520 AND COX ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY IU (LIGHT INDUSTRIAL) TO CITY OF COCOA M-1 (LIGHT INDUSTRIAL AND WAREHOUSE DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Neuterman provided a background of the ordinance and pointed out that the proposed M-1 zoning designation is consistent with the allowable uses under the "Industrial" Future Land Use per the City of Cocoa's Comprehensive Plan.

She advised that on June 2, 2021, the Planning and Zoning Board recommended approval and on June 8, 2021, City Council approved the first reading of this Ordinance.

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

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. Consider the Appointment of one of the following applicants as a member of the Cocoa Community Redevelopment Agency, through April, 2022: Dick Bankhead; Aleck Greenwood; or Candace Rogers. (21-436). (Administrative Services Director)

Pam Shaia, 308 Brevard Avenue, Cocoa and owner of Tails of the Barkery, voiced her support of Candace Rogers. She provided a brief background of what Ms. Rogers has done in the Village, including Ms. Rogers' ongoing support of businesses in the Village throughout the pandemic. Ms. Rogers also continued to feature the Village, how to dine in and dine out during the pandemic and she has supported all of the events to bring in the shoppers. Ms. Shaia believes that Ms. Rogers understands the importance of city government and the path of the Village and what it needs to be great. She represents the whole Village.

Capt. Ed Lanni, 989 N. Indian River Drive, Cocoa, spoke in regards to his service to Cocoa and advised that he was backing the appointment of Mr. Aleck Greenwood. Mr. Greenwood has always been a part of the Village and his heart is in the Village.

Mayor Blake felt all three candidates were worthy of this position. It is a win-win no matter what they do. He nominated Mr. Dick Bankhead, and stated that he is a community man, lives in Oleander Pointe, has a vested interest in business in the downtown area, has worked at the high school level, and in all aspects of the community. Additionally, he has served our country admirably and will do what is best for the community and citizens of Cocoa.

Mayor Blake reiterated his nomination for Dick Bankhead.

Attorney Garganese pointed out that each member has the right to nominate one member then they will go with majority vote.

Deputy Mayor Goins agreed all three candidates are great. His nomination is Candace Rogers. Since he has been on council he has seen her work really hard for the downtown. Everyone works hard but his choice is Ms. Rogers.

Councilmember Hearn agreed and felt all three are great candidates but from what he has seen, he loves the passion Mr. Greenwood has shown him and his pick would be Mr. Greenwood.

Attorney Garganese stated that since all three candidates have been nominated they could discuss who it would be at this point.

Councilmember Dyal agreed that all three candidates were fantastic. He spoke about each person but his vote was for Candace Rogers.

Councilmember Koss's vote was for Aleck Greenwood.

Mayor Blake supported Ms. Rogers as well. He recognized Mr. Greenwood and asked him to stay active with the City.

Ms. Rogers thanked Council and appreciated their votes. She will make it her mission to investigate and ask questions and to do what is best for the community.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to appoint Candance Rogers as a member of the Cocoa CRA.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Appointment of Dr. Kathleen Rooney-Otero as a member of the Sustainability Advisory Board, through August, 2024. (21-437). (Administrative Services Director)

* **MOTION by Councilmember Dyal; Seconded by Mayor Blake, to approve the appointment of Dr. Kathleen Rooney-Otero as a member of the Sustainability Advisory Board, through August, 2024.**

Councilmember Koss believes that she will be a great addition to the Board and supported her appointment.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the Reappointments of Kimberly Curtis, Sharri Scott, Ed Green, David Lightholder and Lloyd Roberts, as regular members of the Code Enforcement Board, through June 2024. (21-439). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Reappointments of Kimberly Curtis, Sharri Scott, Ed Green, David Lightholder and Lloyd Roberts, as regular members of the Code Enforcement Board, through June 2024.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. City Council discussion and direction related to the construction of cross-country trails within the Cocoa Conservation area. (21-459). (Councilmember Koss)

Councilmember Koss advised that this issue was spoken about at the last meeting by several people. This would provide a place for the public to use as well as the high school's teams. By next year they could use it for cross country events.

She noted that a conceptual plan had been provided with the agenda item and she spoke about the costs.

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn, to approve the recommendation of supporting and funding this initiative, for discussion.**

Councilmember Dyal knows that there are a lot of volunteers going out to mark the trails and he would like to work it out where he and Deputy Mayor Goins could do this themselves. He felt if the community was going to help this could be turned into a fun event.

Deputy Mayor Goins asked about the back side where it connects to Range Road and if the right-of-way would be used. In response, Councilmember Koss advised that FPL has an easement and she has spoken with Bart Gaetjens. He was open to the idea and there would be no cost involved.

Mayor Blake asked if residents of Cocoa Bay have been informed. Councilmember Koss answered in the affirmative and pointed out that they were in support of having the path.

Mayor Blake further asked if they have collaborated with the principal of Cocoa High School. She noted that he was aware but the superintendent was not. The Mayor added that he was in favor but wanted to ensure that the powers that be were aware, because the City as well as Brevard Public Schools will have a part of this. He asked the City Attorney and City Manager if a letter could be constructed so that everyone was aware.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Whitten confirmed that the funding for this will come out of contingency and staff will do any necessary budget changes that needed to be done in order to facilitate the transfer from contingency.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve any budget amendments/transfers/resolutions that are required for this item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Approve, as recommended, the proposed Fiscal Year 2022 benefit renewal medical, dental, vision, life, and disability insurance; and to authorize the City Manager to sign related agreements. (21-421). (Administrative Services Director)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 5/31/2021. (21-416). (Finance Director)

2. Fire Incident Summary Report for May 2021. (21-420). (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. (21-424). (Finance Director)

4. FY 2021 Budget Adjustment Report. (21-425). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (21-426). (Finance Director)

X. Reports:

Gregg Stoll, 2203 Salem Drive, spoke as the SCTPO/Citizen representative for the City of Cocoa. He advised that the Transportation Improvement Plan was in draft

form for 2022-2026 and comments were due by July 8th. He also provided a brief update on the list of priority projects that affect Cocoa.

Ms. Bowman spoke in regards to the American Rescue Plan funds that were used to assist with utility payments. Staff reviewed the customers who were delinquent on bills and about to have water shut off. Payments were applied in order to avoid shutoffs. It was about $90,000 and in a couple of months they will do this again. She explained that when people are on this list they are typically about three months past due and service is about to be interrupted. Additionally, this afternoon she received an email from Our Florida Program which has been made to assist those in need of utility assistance and is only for delinquent payments. She will work with Ms. Senger to get this information out as well.

Ms. Gemmati advised that on May 11th it was approved to follow current CDC guidelines in public facilities. The City's policy regarding face masks was adopted on June 30, 2020. At this point, for employees, if they are fully vaccinated they are no longer required to have a face covering on in a city facility.

Ms. Neuterman shared that staff has been working on an interactive zoning map for the last two years. The map was shown and it was explained how to navigate the map. This will help customers and clients as they can go on the website and determine what type of development can be done in certain areas of the City. They will continue to update other maps that the City uses as well.

Ms. Neuterman further announced two new programs approved by the Diamond Square CRA last night. The first was a residential beautification program, which will allow a homeowner to get $500 worth of materials to beautify their homes. A landscaper will go and speak with the resident to determine the best way to beautify their yard.

Secondly, there is a residential paint program and the resident will speak with a local paint supplier who will help determine the right paint for their home. Someone will also pressure wash the house prior to it being painted. Materials will be provided to the homeowner and they will be able to paint their home.

There are organizations out there who can help with this as well, such as volunteers from churches. There is $10,000 budgeted for the beautification program and $5,000 for the paint program.

Lastly, there was a request from the Diamond Square CRA for a zoning change on Stone Street. They would like it reevaluated and back to mixed-use zoning as they would like to bring business back to that area.
Chief Lamm provided a COVID update. He provided the amount of cases in the State as well as Brevard County. He further provided vaccination numbers. He warned that the variant is stronger than the original COVID and that Florida is the leader in variant cases.

He stressed the importance of following the CDC guidance and recommendations as we continue to push forward. This should be done not only to protect yourself, but co-workers and family as well. This is not going away and are seeing less getting vaccinated. Vaccinations are widely available and he urged people to call the City if they cannot find a vaccination site. Staff will help them.

Mayor Blake mentioned the upcoming hurricane season and asked Chief Lamm to provide a few reminders.

Chief Lamm asked citizens not to wait to get prepared until the storm is off of the coast. He urged all to get things ready now and to be prepped in the event something comes. You need a thirty-day supply of medications in order to get through in the event of a bad storm. He further reminded all to be prepared with your important documents as those are what you need after the storm. If you are sheltering at home, get things now, because like in the pandemic, items are hard to get in the midst of an emergency.

Attorney Garganese mentioned that an individual Michael Graham appeared before City Council challenging his water bill and claiming that the City damaged his meter pipe and there was a significant leak. City staff worked hard to provide relief to him under City policies, however, he filed suit. There was trial last week and City prevailed in this matter. Mr. Graham stated he may appeal, however, he wanted to provide this update to Council.

He further spoke on Council's decision to terminate the agreement with the Villas of Cocoa Village. They had a six day evidentiary hearing and at the conclusion of the hearing the judge requested that both the City and the plaintiff provide recommended orders for his consideration with detailed findings of fact and conclusions of law. Those proposed orders are due at the end of the month and at that point the judge will make a decision at that time.

Mayor Blake announced that he, along with Deputy Mayor Goins, Councilman Hearn, and Councilwoman Koss will be traveling to the Florida League of Cities

Annual Conference beginning on Thursday, August 12th and will be returning on Sunday, August 15th. It should be noted that due to the Rosa L. Jones Mural Installation event on Saturday, August 14th that himself and Council members will be returning to the City to attend that celebration and then returning to Orlando to finish out the conference.

They will be staying at the World Center Marriott in Orlando and the estimated cost of the trip including registration, hotel reservations, mileage, parking and per diem will be around $1,460.00 dollars per person. This is budgeted under Council's travel and per diem account.

He spoke of the importance of supporting the incoming president as they need that support when they go to Tallahassee and to be able to keep those lines of communication open. Additionally, he is a member on FMIT and it is important to have relationships with all involved.

Councilmember Dyal thought the Juneteenth event was great and there was a great turnout.

Deputy Mayor Goins appreciated staff for the Juneteenth event. He thought it was a great event and they did a phenomenal job pulling it off with a short time frame. He feels it will be much bigger next year. He thanked Ms. Senger and Leisure Services staff.

He spoke about the allocation of $475,000 for signage in all of the parks and asked for consent before the July 8th meeting in regards to the Fern and Prospect Park. He believes that name change of the park would bring a new feeling and respect and citizens would take it more to heart. He mentioned Larry Gilmore and his efforts throughout the years as he has always watched the parks. He advised he spoke with the City Manager about the procedure to make this happen and since we own the park he was looking for a consensus to bring it back as an item.

Mayor Blake was in agreement and mentioned that the pavilion was named after him. He added reasonings why he thought that this would be a great reward for him.

Both Councilmember's Dyal and Hearn were in agreement and Councilmember Hearn has many childhood memories of Mr. Gilmore. He commended Deputy Mayor Goins for bringing this forward.

Councilmember Koss stated that rebranding was a way to bring new life to a place and she supported this as well.

Deputy Mayor Goins felt that they were doing a good job with the parks and he commended the police department as well.
He reminded everyone that the next Budget Workshop is July 8th and urged all to show up at 6 p.m. as this was a great way for citizens to voice their opinions about the budget.

Deputy Mayor Goins addressed Ms. Fox's concerns about the pool and announced that they have raised the lifeguards pay by $3.00. They can start at the age of fifteen.

He thanked Public Works for fixing the drainage on D Street and Washington Street.

He thanked everyone for coming and advised that they had received a packet from Pub Americana regarding outdoor dining. He pointed out the resolution expires soon.

Mayor Blake asked for input from Ms. Neuterman in regards to the resolution. He is for safety and parking is a deficit. He felt that this was taking away additional parking and asked for staff for have a chance to review this and bring it back to Council.

Councilmember Dyal agreed and stated he has seen big vehicles almost take out tables.

Mayor Blake further expounded on his reasonings as he has been there and seen the vehicles and motorcycles that go by. He reiterated that safety comes first.

Councilmember Koss was supportive of outdoor dining overall and was supportive of what staff brings forward.

City Manager Whitten assured them staff would bring this back. He asked the City Attorney that since it expires on June 30th if the city could withhold any code action until it is brought back.

Discussion was held on what Council could do in regards to code actions upon expiration of the resolution. City Attorney Garganese added that there would need to be a re-education period as well so that business owners were aware of the changes.

Ms. Neuterman added that staff would allow ample time for them to clean up tables, chairs, etc.

* **CONSENSUS TO SUSPEND ANY CODE ACTIONS ON THE OUTDOOR DINING RESOLUTION UNTIL JULY 27, 2021.**

Councilmember Koss mentioned an email from Marlene Weiss in regards to Travis Park. She noted this was a case where they have downgraded the park and classified it as a low maintenance park. The park is open for rental and they are doing a camp but they have very limited hours to the community.

Ms. Weiss' request was to do some sort of beautification project such as a butterfly garden there which was refused. This is the same community that has lost a cluster of assets around Clearlake and has found themselves spiraling downward. This is a community asset and the only community center in district 4 which is under-utilized and is now downgraded.

Councilmember Hearn spoke about the trash pick-up on Pineda Street on June 12th. Deputy Mayor Goins, Councilmember Dyal as well as a few other members of the community showed up. A lot of trash was picked up.

He thanked Councilmember Koss for spearheading the Vision Zero event and thought it was great. He was grateful to show support for the citizens of Cocoa.

Councilmember Hearn announced his attendance at the ribbon cutting for the new Adult Education Center Manufacturing Building. This building will be used to train young adults.

He asked for a consensus among council for staff to explore programs similar to the beautification and painting programs approved the Diamond Square CRA. He would like programs like this city-wide.

* **CONSENSUS AMONG COUNCIL FOR STAFF TO EXPLORE A CITY-WIDE PROGRAM SIMILAR TO THE PAINTING AND BEAUTIFICATION PROGRAMS APPROVED BY THE DIAMOND SQUARE CRA.**

He further spoke about his attendance at the Juneteenth event and thought it was great. There was a diverse group of people who enjoyed it

*** CONSENSUS AMONG COUNCIL FOR STAFF TO PUT TOGETHER A JUNETEENTH PLANNING COMMITTEE FOR THE EVENT.**

Lastly, he provided kudos to the Police Department for all of the great work they do and he has seen more police presence in neighborhoods.

Councilmember Dyal added that some of them had attended the Police Department's annual banquet this past Thursday night and it was a great time.

Mayor Blake attended the Space Coast League of Cities dinner on June 14th along with Councilmember Koss. Dr. Mullins spoke and it was a great event.

Additionally, he attended the 13th Annual Mayor's Breakfast for the Palm Bay Chamber of Commerce. It was also a great event.

He got to meet with the PAL kids and go swimming which was neat.

Lastly, he spoke in reference to citizens on Peachtree Street and the immediate surrounding areas, as there was a person acting as an exterminator. He asked that all be cautious of who is at your door.

He thanked staff for the Town Hall meeting on June 15th, and reminded all to buy local, stay local, and spend local.

XI. Adjournment:

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to adjourn the Regular meeting of June 22, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:49 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Comments re: Sustainability presentation.

Our city has a resiliency and sustainability plan, resiliency is, and should be, the cornerstone of what we do in terms of our utilities system, our stormwater system and public buildings and public facilities.

Where we can achieve sustainability, when it makes sense in terms of cost, and not at the expense of meeting the basic needs of our citizens and businesses than we should.

Cape Canaveral does not face the same challenges we do, our priorities are different. And we are not the same geographically and environmentally speaking. They have the Atlantic Ocean and Indian River on both sides, we are a mainland community. There's differences in our tax base, budget, housing, our residents and their economic position. We need to invest in those projects that best improve our community…in response to the needs of our residents.

Again, we already have a resiliency action plan and we have a sustainability plan, those plans should guide our staff as projects are being identified and developed. We need to let the City Manager and the appropriate Directors do their job, I trust as projects are developed they will take into account our resiliency and sustainability plans.

No offense to the representative from Cape Canaveral, they'd be better meeting with our Sustainability Committee. I'd like to respect everyone's time, and request this presentation be referred to the Sustainability Committee. They can report back to the City Manager if necessary, and he can get back with us.

Do I have a motion to refer this to the Sustainability Committee? A Second? Discussion

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-515

File ID:	21-515	**Type:**	Awards/Presentations	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/23/2021
Subject:				**Final Action:**	

Title: Presentation by Dr. Mullins, Superintendent of Brevard Public Schools. (Mayor Blake)

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:		**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	cshealy@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-443

File ID:	21-443	**Type:**	Awards/Presentations	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	06/11/2021
Subject:				**Final Action:**	

Title: Presentation of the City of Cocoa's 2021 "Cocoa Works" Summer Youth Employment Program.

Internal Notes:

Sponsors:	Director	**Enactment Date:**	
Attachments:		**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-504

File ID:	21-504	**Type:**	Awards/Presentations	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/16/2021
Subject:				**Final Action:**	

Title: Announce the winning entries of the first annual Tree Beauty Contest.

Internal Notes:

Sponsors:

Enactment Date:

Attachments: 2E5686B0-7638-4FB1-844A-2EF051C8640E.jpeg, 1623346632103853598384603531620 8 (1).jpg, Alex Greenwood 840 Forrest Ave.jpg, Alex Greenwood Tulip Trees.jpg, IMG_20210704_082210360.jpg, IndianRiverDrTrees.jpg, Janne Etz.jpg, royal poinciana.jpg

Enactment Number:

Recommendation:

Hearing Date:

Drafter: ssenger@cocoafl.org

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:






King St









City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-447

File ID:	21-447	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	06/15/2021
Subject:				**Final Action:**	

Title: To 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

Internal Notes:

Sponsors:

Enactment Date:

Attachments: Interlocal Agreement Between the City of Cocoa and City of Melbourne.pdf, FINAL Bid Specs Pineda Causeway Water Main 30315 04232021.pdf, QUALITY ENT 06102021 compressed.pdf, Pineda Causeway WTMs Award Recommendation Letter Signed..pdf, Bid Tabulation Sheet Final.pdf, Pineda Causeway WTMs Const Bid Allocation Memo_6_15_21.pdf, Summary of Minutes from July 13th City Council Meeting.pdf, WS18MI Budget Analysis as of 7-15-21.xlsx, Bond Project Budget for Pineda Project.xlsx, Budget Resolution FY 2021-ADA Compliant.docx, BAF 21-100-A-UT-Pineda Causeway (7-27-21) Agenda 21-449.pdf, BAF 21-101-PT-UT-Pineda Causeway (7-27-21) Agenda 21-447.pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter: kennis@cocoafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

City of Cocoa
65 Stone St
Cocoa, FL 32922

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Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

CFN 2018128507, OR BK 8183 PAGE 2592,
Recorded 06/07/2018 at 03:58 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:17

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COCOA AND CITY OF MELBOURNE

(Pineda Causeway Pipeline Project)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 22nd day of May, 2018, by and between the **CITY OF COCOA**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "Cocoa") and the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 E. Strawbridge Avenue, Melbourne, Florida 32901 (hereafter referred to as the "Melbourne") and .

W I T N E S S E T H:

WHEREAS, Melbourne is a regional public water supplier within the southern portion of Brevard County with a service area located within and outside the boundaries of the city of Melbourne, Brevard County, Florida in accordance with its home rule powers, as well as chapters 166 and 180, Florida Statutes; and

WHEREAS, Cocoa is a regional public water supplier within the central portion of Brevard County with a service area located within and outside the boundaries of the city of Cocoa, Brevard County, Florida in accordance with its home rule powers, as well as chapters 166 and 180, Florida Statutes and chapter 57-1232, Laws of Florida; and

WHEREAS, Cocoa and Melbourne have common power to provide reliable potable water for the benefit of the public within their respective service areas; and

WHEREAS, Cocoa and Melbourne each have service areas located beachside which require them to deliver potable water from the mainland across the Indian and Banana Rivers; and

WHEREAS, Cocoa and Melbourne share a need to each install a sixteen inch (16") diameter water transmission line across the Pineda Causeway to serve the beachside within their respective service areas, and to improve the reliability of their water systems; and

WHEREAS, Cocoa and Melbourne desire to cooperate and coordinate together the design, permitting and installation of their respective water lines to run parallel across the Pineda Causeway in order share common costs to make the project more cost effective and efficient as more specifically set forth under this Agreement; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 163, 166 and 180, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the public health, safety and welfare;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for Cocoa and Melbourne to cooperate and coordinate the design, permitting and installation of two (2) parallel sixteen inch (16") diameter water transmission lines across the Pineda Causeway. Upon installation, each party will own and maintain their own water transmission line for the benefit of their customers within their respective service areas.

Section 3. Water Transmission Line Project. Cocoa and Melbourne agree to cooperate and coordinate the design, permitting and installation of two (2) parallel, sixteen inch (16") diameter water transmission lines across the Pineda Causeway (hereinafter referred to as the "Project"). Each party will own and maintain one of the water transmission lines installed under this Agreement. Melbourne shall be the lead agency on all aspects of the Project, and, in its sole discretion, may provide all appropriate and necessary contractors to complete the Project. The following terms and conditions are further assented to and agreed by the parties with respect to the Project:

3.1 Plans and Permits. Melbourne will be responsible for preparing all necessary engineering plans for the design of the Project, but Cocoa will have the right to provide comments on the engineering plans before Melbourne approves the plans. The plans for the sixteen inch (16") diameter water transmission line being designed for Cocoa shall be consistent with the City of Cocoa Utilities Handbook and the specifically, the most current version of the Cocoa's Technical Provisions and Standard Detail Sheet. Cocoa's comments will be considered in good faith and shall be incorporated into the plans to the extent reasonable and necessary to comply with Cocoa's Technical Provisions and Standards. Melbourne shall also be responsible for obtaining all required federal, state and local permits for the Project, and to the extent necessary by a permitting agency governing the Project, Cocoa shall be the permittee or co-permittee for its sixteen inch (16") diameter water transmission line. The Parties anticipate the following permits may be required to complete the Project: FDEP Specific Permit Construct PWS Components; FDEP Environmental Resources Permit; FDEP Sovereign Submerged Lands Easement; USACOE General Permit SAJ-14; FDOT ROW Permit;

and Brevard County PW ROW Permit. The Parties will evenly split the cost of permitting fees incurred for any joint or consolidated permit required for both Cocoa's and Melbourne's water transmission lines, and each party will be responsible for the entire amount of any permit fee related to a permit required solely for their own respective water transmission line. Additionally, Melbourne shall ensure that all aspects of the Project shall be constructed in accordance with the plans approved and permits received pursuant to this Agreement. Prior to commencing construction on the Project, Melbourne shall provide Cocoa with a copy of a complete set of final engineering plans and permits for the Project. During the design phase of the Project, Melbourne and Cocoa reserve the right to amend the proposed size diameter of their respective water transmission line to meet their needs.

3.2 Location of Cocoa's Water Line. One (1) sixteen inch (16") diameter water transmission line shall be designed, permitted and constructed by Melbourne for Cocoa's ownership, pursuant to the engineering plans. The water transmission line will commence from Cocoa's mainland point of connection located near the intersection of Pineda Causeway and Highway U.S. 1 and shall run south along Highway U.S. 1 to and across Pineda Causeway, then north to Cocoa's point of connection located near the intersection of Pineda Causeway and Highway U.S. A1A. A location map depicting the location of the water transmission line and connection points is attached hereto and incorporated herein by reference as **EXHIBIT "A."**

3.3 Construction Management. Melbourne shall be responsible for competitively bidding and contracting with the contractor required to construct the Project and install the two water transmission lines in accordance with applicable law and Melbourne's approved competitive bidding process. Melbourne shall provide

Cocoa written notice of any such competitive bid and Cocoa shall have the right to provide comments to Melbourne regarding any competitive bid under this Agreement before any bid is awarded to a contractor by Melbourne, provided such comments are timely provided within the award schedule established by Melbourne. Further, Melbourne shall be responsible for the construction management of the Project. Melbourne shall ensure that its contractor provides Cocoa with periodic inspection and status reports as reasonably requested by Cocoa. Melbourne shall keep Cocoa apprised of the construction of the Project. Cocoa and Melbourne shall cooperate with each other with respect to the construction management of the Project, and Cocoa shall have the right to participate in all Project progress meetings. Upon completion of the Project to the satisfaction of the parties, Melbourne shall transfer, or have its contractor transfer, to Cocoa, by bill of sale, title to the water transmission line free and clear of all liens and encumbrances and provide Cocoa "as-built" drawings of said infrastructure certified by the professional engineer registered in the State of Florida who was responsible for the Project.

3.4 Construction Contracts. All contracts and subcontracts for the construction of Cocoa's water transmission line under this Agreement must include hold harmless and indemnification provisions to protect Cocoa in a form acceptable to Cocoa. The construction contractors and subcontractors must provide insurance certificates and endorsements of acceptable levels and qualities of insurance, naming Cocoa as an additional named insured, and evidence of said hold harmless and indemnity prior to commencement of work. Melbourne must submit draft contract language containing this language to Cocoa and its City Attorney to review and allow Cocoa at least seven (7) days to review and comment on the same. If Cocoa submits

comments, Melbourne shall use all reasonable efforts to incorporate Cocoa's comments into the contracts and sub-contracts as applicable. The construction contract language requirements set forth in this section will be in the bid documents prepared by Melbourne so that all bidders are apprised of this requirement prior to submitting a bid for the Project.

3.5 Ownership; Contractor Warranties. Cocoa agrees that upon completion of the construction of the Project to Cocoa's satisfaction, Cocoa shall, consistent with this Agreement, accept ownership of, and operation and maintenance responsibilities for, the sixteen inch (16") diameter water transmission line constructed in accordance with Section 3.2 of this Agreement. Melbourne shall accept ownership of and operation and maintenance responsibilities for the other sixteen inch (16") diameter water transmission line constructed under this Agreement. In addition, at such time that Cocoa accepts ownership, all construction warranties and/or performance and maintenance bonds provided by Melbourne's contractor for Cocoa's sixteen inch (16") diameter water transmission line shall be assigned and transferred to Cocoa.

3.6 Project Costs; Cocoa and Melbourne Cost-Sharing; Change Orders. Each party will be responsible for the costs associated with the design, permitting and installation (materials and labor) of their respective sixteen inch (16") diameter water transmission line. However, the parties anticipate that they will be able to identify certain common costs and other economies of scale associated with the Project during the design, permitting and construction phase of the Project that can be equally shared by the parties. As such, the parties will endeavor, to the maximum extent practical and feasible during this Project, to identify such common costs and economies of scale by mutual agreement, and said costs and economies of scale shall be reduced to writing

that will be signed by the City Managers of Melbourne and Cocoa ("Shared Cost Memo"). The Shared Cost Memo will be developed during the design phase of the Project, updated during the bidding phase, and finalized upon receiving the construction bids. Melbourne and Cocoa agree to split and pay the costs described on the Shared Cost Memo equally (50% each). Any proposed change orders for the Project must be reviewed and approved by Cocoa and Melbourne in writing. Additionally with respect to change orders, in the event the Project contractor seeks additional compensation for delays, time extensions, or some other valid reason, any such request will be handled as a contract amendment between Melbourne and the contractor via the change order process. If the requested change order requested by the contractor is specific to a portion of the Project solely related to either Melbourne or Cocoa's scope of work, then only the party, whose scope of work is affected, will pay for the change order. If the requested change order is related to the common shared portion of the Project, then Melbourne and Cocoa agree to share the cost of the change order.

3.7 Payment by Cocoa. Prior to Melbourne issuing a Notice to Proceed with the construction of the Project, Melbourne shall deliver a written invoice to Cocoa itemizing Cocoa's share of the Project costs as set forth in Section 3.6 of this Agreement. Upon delivery of the invoice, Cocoa will have five (5) business days in which to accept the invoice or identify and notify Melbourne of any discrepancies. Discrepancies will be worked out by the parties expeditiously so as not to unreasonably delay the Project schedule. Within thirty (30) days from the date that Cocoa accepts the invoice, Cocoa will issue payment to Melbourne for its share of the Project costs stated in the accepted invoice. Melbourne will retain Cocoa's payment in escrow and shall only use said payment to pay Cocoa's Project costs. During the construction phase of

the Project, Melbourne and Cocoa will jointly review any progress payment requests made by the contractor and jointly sign off on the requests prior to Melbourne making payment to the contractor. Any Cocoa funds not expended by Melbourne due to any additional Project cost savings, if any, will be returned to Cocoa within thirty days of the Project being deemed complete by the parties. Melbourne shall be responsible for paying all contractors in full. Melbourne will likewise pay its share of Project costs.

3.8 Land Interests for Cocoa Water Transmission Line. Cocoa will be responsible for acquiring any land interests necessary to install its sixteen inch (16") diameter water transmission line that may not be covered by an FDOT right-of-way permit obtained pursuant to this Agreement. However, to the extent that Cocoa's water transmission line will be installed on land controlled and owned by Melbourne, Melbourne agrees to grant to Cocoa a perpetual easement to permit Cocoa's installation, operation and maintenance of the water transmission line. Additionally, to the extent that Melbourne's water transmission line will be installed on land controlled and owned by Cocoa, Cocoa agrees to grant to Melbourne a perpetual easement to permit Melbourne's installation, operation and maintenance of the water transmission line.

Section 4. Duty to Act in Good Faith. Melbourne and Cocoa agree to proceed in good faith consistent with the terms of this Agreement. Melbourne shall proceed with the design, permitting and installation of the Project as rapidly as is practical and feasible.

Section 5. Implementation and Other Documents. To the extent that the Melbourne City Attorney and Cocoa City Attorney determine that additional documents are required to be prepared and executed in order to effectuate this Agreement, the

Melbourne City Manager and Cocoa City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement including, but not limited to, any permit applications required by any governing agency.

Section 6. Employee Status. Each party shall be responsible for their own employees, contractors and agents. Persons employed by Melbourne in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa. Persons employed by the Cocoa in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Melbourne.

Section 7. Indemnification; Attorney's Fees; Sovereign Immunity. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee, contractors or agents, except as provided by this Agreement. Each party shall bear their own attorney's fees, costs and expenses related to any litigation, suit, dispute, controversy, mediation, or proceeding appellate proceedings against the other party, arising out of, based on, or related to, this Agreement. The parties intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the parties.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

For MELBOURNE:

Public Works & Utilities Director
900 E. Strawbridge Avenue
Melbourne, Florida 32901
(321) 608-5000 (Phone)
Ralph.Reigelsperger@mlbfl.org

With copy to the City Attorney:

Alison Dawley
900 E. Strawbridge Avenue
Melbourne, Florida 32901
(321) 608-7241 (Phone)
Alison.dawley@mlbfl.org

For the COCOA:

Utilities Director
351 Shearer Blvd
Cocoa, Florida 32922
(321) 433-8701 (Phone)
jwalsh@cocoafl.org

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566 (Phone)
agarganese@orlandolaw.net

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 9. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 10. **Term; Entire Agreement.** The term of this Agreement commences on the Effective Date set forth in Section 19 of this Agreement and shall remain in effect until the Project has been completed to the satisfaction of both parties or on September 30, 2023, whichever event occurs sooner. The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 11. **Binding Effect; Waiver; Time Extensions.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

Section 12. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 13. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 14. Force Majeure. In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase "Force Majeure Event" shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes

it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

Section 15. Default and Remedy. Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided in Section 8, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any default not cured as provided herein, the non-defaulting party may seek specific performance arising from the default. However, before any litigation is filed, the parties agree to mediate the dispute involving the default in good faith. The cost of any mediator share be shared equally by the parties.

Section 16. Governing Law and Venue. The parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Brevard County. The parties hereby waive their right to a jury trial.

Section 17. Cocoa and Melbourne Potable Water Service Areas. Cocoa and Melbourne agree to respect each other's potable water service areas and further agree not to use their sixteen inch (16") diameter water transmission lines installed pursuant to this Agreement to provide water to customers located within the other party's potable water service area without the other party's prior written consent. Nothing herein is intended to modify the boundaries of Cocoa's and Melbourne's existing water service areas.

Section 18. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of Melbourne and Cocoa and no right or cause of action shall accrue to or for the benefit of anyone other than Melbourne and Cocoa. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than Melbourne and Cocoa any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Melbourne and Cocoa.

Section 19. Effective Date; Recordation. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both parties, Cocoa shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the Melbourne City Clerk at the address listed in Section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Carie Shealy, MMC, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its May 8 _____, 2018 regular meeting.

ATTEST:

Cathleen A. Wysor, City Clerk

CITY OF MELBOURNE, FLORIDA

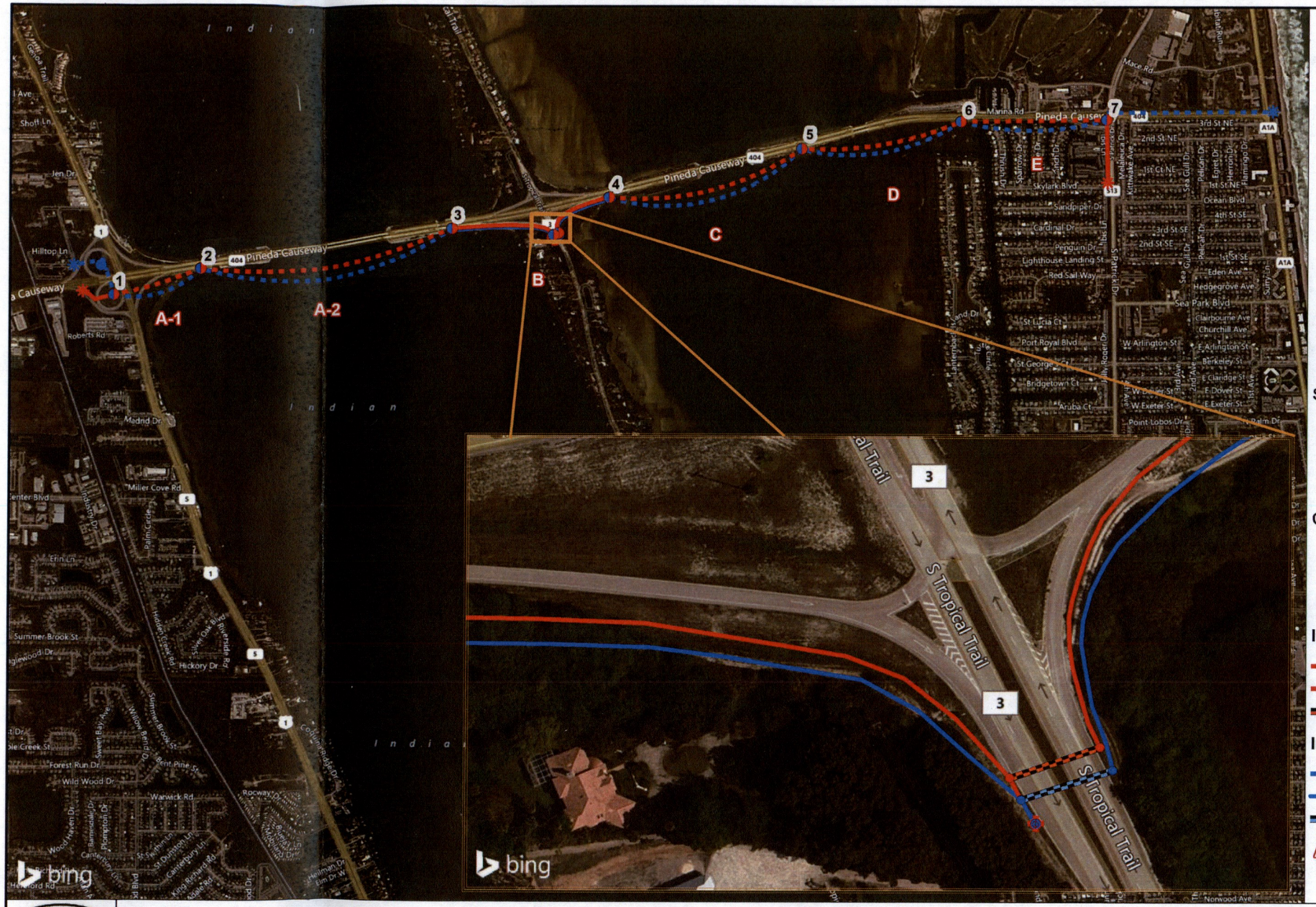
By: _____
Kathy Meehan, Mayor

As authorized for execution by the Melbourne City Council at its MAY 22 2018 _____, 2018 regular meeting.

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EXHIBIT "A"

Map – Proposed Location of Cocoa's Water Line



N
W E
S

0 1,500 3,000
Feet

LEGEND

Sending/Recieving Pit
- Melbourne/Cocoa
- Melbourne
- Cocoa

Connection Locations
- Melbourne
- Cocoa
- Interconnect

Installation Method (Melbourne)
- Directional Drill
- Open Cut
- Jack & Bore

Installation Method (Cocoa)
- Directional Drill
- Open Cut
- Jack & Bore
- Section ID

CITY OF MELBOURNE
PINEDA CAUSEWAY WATER TRANSMISSION MAIN DESIGN
Method of Construction - Melbourne and Cocoa Combined

FIGURE 7

G:\0gis\5460 - Pineda Causeway Water Transmission Main Design_MXDs\Method of Construction Selection Figures\Method of Construction + Cocoa Pipe_V2.mxd

EXHIBIT "A"

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID - DO NOT OPEN

SEALED BID NO. :_____

BID TITLE: PINEDA CAUSEWAY WATER TRANSMISSION MAINS, PROJECT NO. 30315

DUE DATE/TIME: **PRIOR TO 3:00 p.m. THURSDAY, June 10, 2021**

SUBMITTED BY: _____
(Name of Company)

_____

DELIVER TO: CITY OF MELBOURNE
3rd FLOOR - ENGINEERING
ATTN: LISA SOLINA
900 E. Strawbridge Avenue
Melbourne, FL 32901



CITY OF MELBOURNE FLORIDA

BIDDING AND CONTRACT DOCUMENTS

AND CONSTRUCTION SPECIFICATIONS FOR

PINEDA CAUSEWAY WATER TRANSMISSION MAINS

CITY OF MELBOURNE

AND

CITY OF COCOA

CITY PROJECT NO. 30315

APRIL 2021

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

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APPENDIX:

PERMITS AVAILBLE FOR DOWNLOAD

- FDEP Notice of Acceptance of Use of a General Permit – Permit Number 0124889-1073-DSGP
- FDEP Notice of Acceptance of Use of a General Permit – Permit Number 0088737-738-DSGP
- Florida East Coast Railway – Agreement Number 174-21-0
- Florida Department of Transportation – Permit Number 2019-H-590-00152
- Florida Department of Transportation – Permit Number 2019-H-590-00151
- U.S. Army Corps of Engineers – Permit Number SAJ-2019-01551
- FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-002-EI
- FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-003-EI
- Unstamped Brevard County Permit Drawings

OTHER DOCUMENTS AVAILABLE FOR DOWNLOAD

- Interlocal Agreement between City of Cocoa and City of Melbourne
- AIS-Final Guidance 3-20-14



DIVISION "A"

INVITATION TO BID

DIVISION "A"

INVITATION TO BID

Bid Specifications and Plans will be distributed to Prequalified Bidders by the City of Melbourne, Florida, through the Engineering Department, **900 East Strawbridge Avenue, Melbourne, Florida, 32901**, on April 26, 2021. Sealed bid proposals will be accepted from pre-qualified bidders until **3:00 p.m.,** local time, **THURSDAY, JUNE 10, 2021,** at which time and place bids will be opened and publicly read for constructing **PINEDA CAUSEWAY WATER TRANSMISSION MAINS, PROJECT NO.30315** in the City of Melbourne, Florida.

The work consists of furnishing all material, labor, and equipment necessary for constructing **PINEDA CAUSEWAY WATER TRANSMISSION MAINS**. All work is to be done in accordance to the plans and specifications of Project No. **30315.**

ONLY bids submitted by Prequalified Contractors will be accepted.

A MANDATORY PRE-BID CONFERENCE will be held on **WEDNESDAY, MAY 12, 2021 at 10:00 AM** in the City of Melbourne Fourth Floor Training Room located at 900 E. Strawbridge Avenue, Room # 418, Melbourne, Florida, 32901.

All questions about the meaning or intent of the Invitation to Bid shall be submitted in writing and directed to the City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Attention: Lisa Solina, Engineering Department. Questions may also be sent via fax at (321) 608-7319 or e-mail at lisa.solina@mlbfl.org. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Bidders in submitting their bids.

Bids must be accompanied by a cashier's check or bid bond in an amount not less than five percent of the bid. Bid bonds shall be countersigned by an agent having an established place of business in the State of Florida. No bid may be withdrawn for a period of 55 days after scheduled closing time for receipt of bids. Bidders must include one original and one copy of their submitted bid.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Minority and female-owned businesses are encouraged to apply. The City of Melbourne is an equal opportunity employer.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

An entity or an affiliate that has been placed on the Discriminatory Vendor List may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a building or public works; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not contract business with any public entity.

By signing this bid, the Bidder certifies, to the best of its knowledge or belief, that the Bidder and its principles have not been placed on the discriminatory vendor list. Bidders on the discriminatory vendor list may not submit a bid.

The City of Melbourne, Florida, reserves the right to reject any and all bids, and to waive technicalities and informalities.

END OF SECTION



DIVISION "B"

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. Bids:

1.1 Sealed bids will be received by the City of Melbourne, Florida, through the Engineering Department, 900 East Strawbridge Avenue, Melbourne, Florida, 32901, in accordance with the advertisement as posted in the *Florida Today* newspaper and/or at www.demandstar.com and will be publicly opened and read aloud for furnishing all labor, material, equipment and incidentals for this project.

1.2 Bids shall be in ink or typewritten and submitted in duplicate on the form provided for that purpose and shall be enclosed in a sealed envelope clearly marked **"Bid for PINEDA CAUSEWAY WATER TRANSMISSION MAINS PROJECT, to be opened at 3:00 p.m., local time, Thursday, June 10, 2021"** so as to guard against opening prior to the time set therefor. The bidder shall be responsible for placing his firm name on the outside of such bid envelope.

1.3 Bids which are incomplete, unbalanced, conditional, or which contain additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the option of the City.

1.4 Each bid shall be signed on behalf of the individual, partnership or corporation making the proposal, by the person or persons legally authorized to sign this document and thereby bind the maker in full responsibility therefor. The address of the individual, partnership, or corporation shall be appended and, upon demand, the names and addresses of all members of a partnership or the corporate officers of a corporation thus bound shall be made known.

1.5 No bid may be withdrawn, modified, or cancelled by any bidder for a period of fifty-five (55) days after the date of opening bids.

1.6 Within five (5) business days of the bid opening, the Bidder shall submit a list of names of the Subcontractors and major material and equipment suppliers proposed for the principal portions of the work.

1.7 Prior to award of Contract, City will notify the Bidder in writing of an objection to any person or entity listed. Upon such reasonable objection, the Bidder shall propose an acceptable substitute person or entity in accordance with the section of the General Conditions relating to Subcontracting.

2. Notice to Bidders: Bidders are notified that they must thoroughly examine the Contract Documents, which may include, but are not limited to, the Plans, Drawings, Specifications, Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Bonds, General Conditions Federal and State Specifications (if applicable), Special Conditions, Technical Specifications and all addenda now or hereafter issued.

3. Interpretations: No oral interpretations will be made to any bidder as to the meaning of the Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and addressed and delivered to the City Engineer eight (8) or more working days before the date fixed for opening of bids. Every interpretation made to a bidder will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as is practical to all persons to whom the Specifications have been issued. All such addenda shall become part of the Contract Documents.

4. Bid Bond: Bid(s) must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the bid.

5. Owner:

5.1 This project is owned by the City of Melbourne, Florida, with whom the Contract will be made, otherwise referred to as the City.

5.2 Bids may be hand-delivered to the City of Melbourne Engineering Department located at 900 East Strawbridge Avenue, Melbourne, Florida 32901 or mailed to the City of Melbourne, Attention: Engineering Department, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

5.3 Subsequent communications between the Bidder and the City shall be mailed to the City Engineer, City of Melbourne, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

6. Engineer: The City Engineer of the City of Melbourne, Florida, is appointed as Engineer on the project. Where the term "Engineer" is used in these Contract Documents, it refers to this Engineer or his authorized representatives. City's Consultant: The engineer or architect who is employed by the City to provide the design and construction contract administrative services and who is the Engineer of Record or Architect of Record.

7. Ability to Perform Work: Any bidder may be required, before the award of any contract, to show to the complete satisfaction of the City that he has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he has had experience in construction work of the same or similar nature; and that he has a past history and references which will serve to satisfy the City beyond any doubt as to his qualifications for doing the work. The City has the right to disqualify any bidder that does not meet any or all qualifications necessary as determined by the City.

8. Special Notice: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor must employ, so far as possible, such methods and means in carrying out his work as will not cause any interruption or interference with any other construction the City has underway.

9. Labor Regulations: Each Contractor and Subcontractor shall comply fully with all applicable Federal, State and local laws and regulations concerning labor, work hours and labor conditions and with wage rates as established for this work by the Labor Standard Contract Documents and the United States Department of Labor's Wage Rate Determination, if applicable.

10. Check or Bid Bond:

10.1 Cashier's checks or bid bonds and the monies payable thereon will, at the option of the City, be paid into the funds of the City if the bidder fails to execute the written Contract and furnish the required surety bond within fifteen (15) consecutive calendar days following written notice of the award of the Contract, as liquidated damages therefor.

10.2 Attorneys-in-fact who sign bid or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

11. Liquidated Damages: Should the bidder, as Contractor for the work, become liable to assessment of liquidated damages for reasons set forth in Paragraph 15 of General Conditions Division "E" of these Contract Documents, the Contractor and his sureties shall pay to the City the sum of $3,500.00 for each calendar day for which such liquidated damages are assessed.

12. Precedence Over Conflict in Documents: In the event of a conflict between the Technical Specifications and the Plans, the technical specifications shall prevail. The Special Conditions shall prevail over the Technical Specifications.

13. Visit to Site: Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand facilities, difficulties and restrictions attending the execution of work under the Contract. Bidder shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

13.1 All subsurface data shown on the plans, such as ground water elevations, soil conditions, underground structure locations such as sewer lines, waterlines, telephone cables and conduit, electric cables, etc., are shown on plans for the Contractor's general information only, and such information shown is not warranted or guaranteed by the Engineer, Consultant or City of Melbourne or City of Cocoa. Contractor shall exercise best practices in the industry to address subsurface conditions that differ from the plans and/or are unexpected. Contractor shall notify and consult with the Engineer, Consultant and City of Melbourne immediately upon discovery of subsurface conditions that differ from the plans

and/or are unexpected. Contractor shall obtain utility locates prior to commencement of work.

14. Quantities: Quantities shown in the Bid Form are estimated only. Should the quantities of any of the items of the work vary from those shown on the Bid Form, the Contractor proposes to do the actual work at the unit bid prices. The Contractor understands that payment will be made on actual quantities accepted, at the unit bid prices, and will make no claim for anticipated profits for any decrease in quantities.

15. Award of Contract:

15.1 It is the intent of the City to award a contract to the lowest responsive and responsible Bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The City shall have the right to waive any informality or irregularity in any bid or bids received and to accept the bid or bids which, in his judgment, is in his own best interests.

15.2 The City shall have the right to accept alternates in any order or combination, unless otherwise specifically provided, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the base bid and the alternates accepted.

15.3 Notwithstanding the foregoing, in the event that Federal or State Funds are used in whole or in part to pay for the work or services to be performed under this Contract, applicable Federal or State grant/funding laws and regulations, or other applicable federal and state laws and regulations, shall be followed and prevail over any contrary provisions of the Local Government Prompt Payment Act or this section 32.0 of the General Conditions. Additionally, the City's obligation to proceed with this Contract and to make payments hereunder, is specifically conditioned upon receipt of any Federal or State Funds and/or Federal or State approvals anticipated for the subject project. If such Federal or State Funds and/or Federal or State approvals are not received, the City may terminate the Contract, whereupon the City and Contractor shall be released from any and all obligations under the contract.

16. Contract Security and Insurance: Upon execution of a Contract for work covered by this project, the Contractor shall furnish a surety bond in an amount not less than 100 percent of the contract price as set forth in the General Conditions of the Contract Documents. Surety bonds will be required on all awarded bids $25,000.00 or greater.

16.1 Bonds shall be executed by surety authorized to do business in the State of Florida and have an A. M. Best rating of no less than A:VII.

16.2 Bonds executed by an attorney-in-fact on behalf of the surety shall have affixed thereto a certified and current copy of power of attorney indicating the monetary limit of such power.

16.3 The Contractor shall furnish the City of Melbourne and the City of Cocoa with proof of carriage of insurance as stipulated under the General Conditions of the

Contract Documents. The Contractor will maintain Contractor's All-Risk Insurance on a 100 percent completed value basis on the insurable portion of the project.

17. Execution of Contract: The Bidder to whom a Contract is awarded will be required to execute in five (5) counterparts the prescribed Contract and Performance and Payment Bonds, if applicable, within fifteen (15) days from the date of Notice of Award, and deliver the executed Contract to the City along with the Certificate of Insurance and Employment Plan, if applicable, as prescribed by the General Conditions or the Contract is subject to forfeiture.

18. Employment Plans: In accordance with the City of Melbourne Code pertaining to Hometown Labor Law, any bidder awarded a contract of $100,000.00 or greater shall be required to comply with the specification of such ordinance as set forth in the General Conditions.

19. Payments: Payment for all work or equipment will be made by the City in accordance with the terms set out in the Contract. Estimates will be made by the Contractor and checked by the City's Consultant.

20. Certifications: Before any payments, either partial or final, may be made to the Contractor for work performed, written certification must be filed with the City by the Contractor that the items for which requisition for payment is made have not been paid and that there are no vendors', mechanics' or other liens or right to liens or conditional sale contracts which should be satisfied or discharged before such payment is made.

21. Plans and Specifications Furnished: The Contractor will be furnished three sets of Plans by the City for use in construction. Additional sets may be had by the Contractor on request at the cost of reproduction and distribution.

22. Laws and Regulations: The bidders' attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

23. Omitted.

24. Reporting Requirements: The contractor shall comply with the reporting requirements associated with this project as identified in the Contract Documents.

25. Access to Records: All records must be retained for five (5) years after Contract completion, with respect to all matters covered by this project shall be made available at any time for audit and inspection by the City. If any work is subcontracted, the City shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

26. The employment of undocumented workers by any vendor is considered a violation of Section 274A of the Immigration and Nationality Act. If the vendor knowingly employs undocumented workers, such violation shall be cause for unilateral cancellation of this Agreement.

27. To be eligible to bid, enter into or renew a contract with the City, the Contractor must submit with its bid an executed copy of the Certification Regarding Scrutinized Companies List included in the Contract Documents and in accordance with General Condition 63.0.



DIVISION “C”

BID FORM

This is a bid of:

_____

_____

_____

Ph: Email:

(Contractor/Address/Phone Number/Email)

DIVISION "C"

BID FORM

(Sealed Bids in Duplicate)

TO: Honorable Mayor and City Council

Pursuant to and in compliance with your Invitation to Bid under the bid letting date to of April 26, 2021 the Instructions to Pre-Qualified Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **PINEDA CAUSEWAY WATER TRANSMISSION MAINS**, Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any, issued prior to the date of this proposal at the prices listed herein on attached sheet C2-C3. The cost of all other items not shown on sheet C2-C3 are incidental and should be included in the cost of listed items.

The bidder declares that he understands that the quantities shown on sheet C2-C3 are estimates only, and are subject to either increase or decrease; and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decrease in the quantities.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.

The undersigned agrees to start work within ten (10) calendar days after written notice to proceed and to fully complete the project within five hundred twenty (520) consecutive calendar days.

If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

City of Melbourne/City of Cocoa
Pineda Causeway Water Transmission Mains Design
Bid Proposal
January - 2021

Item No.	Description	Qty	Unit	Unit Price	Cost
	General				
1	Mobilization, Bonds, Insurance, General Conditions (8% Max)	1	LS		
2	Maintenance of Traffic	1	LS		
3	Wetland Restoration	1	LS		
4	Tree Removal and Replacement	1	LS		
5	Demobilization and As-Built Drawings	1	LS		
				Subtotal General	**$**
	South WTM				
6	F&I 42" Steel Casing (Surface Casing for HDD)	1,450	LF		
7	F&I 16"Fusible PVC - DR 14 (HDD Construction)	16,000	LF		
8	F&I 16" C-900 PVC (Open Trench Construction)	4,200	LF		
9	F&I 30" Steel Casing (J&B)	350	LF		
10	F&I 16" C-900 PVC (J&B)	350	LF		
11	F&I 16" Compact DI Fittings	28,000	LB		
12	F&I 16" Gate Valve with Box	10	EA		
13	F&I 2” Combination Air/Vacuum Release Valve Assembly	4	EA		
14	F&I 3” Combination Air/Vacuum Release Valve Assembly	6	EA		
15	F&I 4” Combination Air/Vacuum Release Valve Assembly	3	EA		
16	F&I Connections to Existing Melbourne Water System	1	LS		
17	Tree Clearing and Grubbing	1	LS		
18	Unsuitable Material Excavation	200	CY		
19	Rock Excavation	50	CY		
20	Select Backfill	200	CY		
				Subtotal South Pipeline	**$**

Like items listed under “North WTM” and “South WTM” shall have the same Unit Price

	North WTM				
22	F&I 42" Steel Casing (Surface Casing for HDD)	1,200	LF		
23	F&I 16" Fusible PVC - DR 14 (HDD Construction)	13,000	LF		
24	F&I 16" C-900 PVC (Open Trench Construction)	5,600	LF		
25	F&I 30" Steel Casing (J&B)	800	LF		
Item No.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**COST**
26	F&I 16" C-900 PVC (J&B)	650	LF		
27	F&I 16" DI (RR J&B)	150	LF		
28	F&I 16" Compact DI Fittings	27,000	LB		
29	F&I 16" Gate Valve with Box	15	EA		
30	F&I 2” Combination Air/Vacuum Release Valve Assembly	6	EA		
31	F&I 3” Combination Air/Vacuum Release Valve Assembly	8	EA		
32	F&I 4” Combination Air/Vacuum Release Valve Assembly	1	EA		
33	F&I 6” Combination Air/Vacuum Release Valve Assembly	1	EA		
34	F&I Connections to Existing Cocoa Water System	1	LS		
35	Tree Clearing and Grubbing	1	LS		
36	Unsuitable Material Excavation	200	CY		
37	Rock Excavation	50	CY		
38	Select Backfill	200	CY		
				Subtotal North Pipeline	**$**
				Combined Total Base Bid	$
	North WTM DI Alternative (Additive Cost)				
39	16" DI Potable WM: Ductile Iron (Open Trench Construction)	5,600	LF		
				Total Base Bid Plus Alternative Additive Cost	**$**

Like items listed under “North WTM” and “South WTM” shall have the same Unit Price

Pay Items Notes:

1. Items not specifically listed shall be included in the base bid for completion of this project.
2. Quantities for the above-listed items are estimated for bidding purposes.
3. Payments will be made based upon installed, measured quantities.
4. No separate payment will be made for incidental work. The cost shall be included in the bid price for the above-listed items.
5. Like items listed under “North WTM” and “South WTM” shall have the same Unit Price

Notice of award should be mailed or delivered to the undersigned at the following address:

Acknowledgment is hereby made of receipt of following addenda, if any:

No.____Dated_____

No.____Dated_____

No.____Dated_____

_____(SEAL)
Company Name

_____
Address

_____
City, State and Zip

By:_____
Signature – **MUST BE BLUE INK**
(If Bidder is a corporation, attach evidence of authority to sign.)

_____
Printed Name and Title

_____
License Number

_____
Data Universal Number System (DUNS) number

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 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.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above-mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extend Cost
A.				
B.				

Signature: _____

Date: _____

STATE OF_____

COUNTY OF_____

By:_____ Print Name:_____
Title:_____

Sworn to and subscribed before me, by (__) physical presence or (___) online notarization, this

_____day of _____, 20___. S/He is personally known to me or

has produced _____ as identification.

_____
Notary Public

My commission expires:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF)
) SS
COUNTY OF)

_____, being first dully sworn, deposes and says that:

1. He/She is _____of _____ _____the Bidder that has submitted the attached bid for "PINEDA CAUSEWAY WATER TRANSMISSION MAINS, Project No. 30315."

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, City's, agents, representatives, employees or parties of interest including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in .any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Melbourne or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, City's, employees, or parties in interest, including this affiant.

(Signed) _____
Title) _____

By:_____
_____
Print Name:_____

Sworn to and subscribed before me, by (__) physical presence or (___) online notarization, this _____day of _____, 20___. S/He is personally known to me or has produced _____ as identification.

_____
Notary Public

My commission expires:

C7

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS (PRIME CONTRACTOR)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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 statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name	Contractor Signature
Title	Project Name
Firm	Project Number
Street Address	
City, State, Zip	
Date	

By:_____

_____

Print Name:_____

Sworn to and subscribed before me, by (__) physical presence or (___) online notarization, this _____day of _____, 20___. S/He is personally known to me or has produced _____ as identification.

_____

Notary Public

My commission expires:

CERTIFICATION OF NON-SEGREGRATED FACILITIES

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that if will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this Certification is violation of the Equal Opportunity Clause of this contract.

As used in this Certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, age, national origin or physical or mental handicap, religion and sexual orientation because of habit, local custom otherwise.

Contractor further 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 award of subcontracts, that it will retain such certifications in its files.

_____
(Contractor)

_____
(Authorized Signature)

_____
(Title)

_____
(Date)

By:_____

_____
Print Name:_____

Sworn to and subscribed before me, by (__) physical presence or (___) online notarization, this _____day of _____, 20___. S/He is personally known to me or has produced _____ as identification.

_____
Notary Public

My commission expires:

CITY OF MELBOURNE
CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

Contractor Name: _____

Contractor FEIN:_____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____State:_____Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are: (i) on either the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes; or (ii) engaged in business operations in Cuba or Syria as defined in Section 287.135 Florida Statutes, unless such prohibition is precluded or modified by any preemptory or controlling federal law or binding precedential case law.

As the person authorized to sign on behalf of Contractor, I hereby certify that the company identified above in the section entitled "Contractor" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I also herby certify to and confirm all related certifications set forth in General Condition 63 of the Contract Documents. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By:_____

Who is authorized to sign on behalf of the above referenced company._____

Authorized Signature Print Name and Title: _____

Date: _____

CONTRACTOR'S COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS
(§448.095, Fla. Stat. – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of Melbourne to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the contractor must maintain certain required employment compliance records of subcontractors for the duration of the contract with the City of Melbourne.

Contractor Name: _____Project Number:_____

Contractor E-Verify Registration Number: _____

The undersigned, on behalf of the contractor referenced above, after first being duly sworn, states as follows:

1. That said contractor understands that the contractor must comply with §448.095, Florida Statutes.
2. That the contractor uses the E-Verify system to verify the work eligibility status of employees.
3. That the contractor has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of Melbourne.
4. That the contractor will maintain affidavits of subcontractors engaged to perform work on any and all contracts with the City of Melbourne.
5. That said contractor further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of Melbourne, subjecting the contractor to liability for additional costs incurred by the City of Melbourne as a result of the termination of the contract.

FURTHER AFFIANT SAYETH NOT.

By: _____
Print Name:_____

Sworn to and subscribed before me, by (__) physical presence or (___) online notarization, this _____day of _____, 20___. S/He is personally known to me or has produced _____ as identification.

_____
Notary Public

My commission expires:

FOR CITY USE ONLY:
Contract: _____
Date of receipt: _____

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors and omissions which may render your bid non-responsive. *Please check all appropriate boxes* and submit this page with your bid.

1. BID
   Signed by Bidder _____

2. BID BOND
   Enclosed _____

3. DRUG FREE WORKPLACE FORM
   Enclosed _____
   Signed by Bidder _____

4. TRENCH SAFETY AFFIDAVIT (if applicable)
   Enclosed _____
   Signed by Bidder _____
   Notarized _____

5. COPIES OF REQUIRED LICENSE(S)
   Enclosed _____
   Note: A Business Tax Receipt <u>does not</u> qualify as a license

6. LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY (Not Applicable)
   Enclosed _____
   Signed by Bidder _____
   Notarized _____

<u>Additional Documents</u>:

- Non-Collusion Affidavit of Prime Bidder
- Certification regarding debarment, suspension, and other responsibility matters primarily covered transactions (prime contractor)
- Certification of non-segregates facilities.
- Certification Regarding Scrutinized Companies List
- E-Verify-Contractor's Compliance with Employment Eligibility Requirements

Enclosed_____ Signed by Bidder _____ Notarized _____

TOTAL # OF PAGES IN BID SUBMITTAL _____

ATTACHMENTS TO BID

The following item(s) must be attached to the Bid Form:

-Bid Security

-Drug Free Workplace Form

-Florida Trench Safety Affidavit

-Copy of Bidder's License or Licenses

-Non-Collusion Affidavit of Prime Bidder

-Certification regarding debarment, suspension, and other responsibility matters primarily covered transactions (prime contractor)

-Certification of non-segregates facilities.

-Certification Regarding Scrutinized Companies List

-E-Verify-Contractor's Compliance with Employment Eligibility Requirements

The City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, to accept or reject any and all bids, or to abandon the Project entirely.

DIVISION "D"

CONSTRUCTION AGREEMENT & COMBINATION PERFORMANCE AND PAYMENT BOND

DIVISION "D"

CONSTRUCTION AGREEMENT

PINEDA CAUSEWAY WATER TRANSMISSION MAINS

THIS AGREEMENT made and entered into on the _____ day of _____, 20___, by and between,_____ herein called Contractor, and CITY OF MELBOURNE, herein called City,

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the City as follows:

1. The contract sum, subject to adjustment as provided herein, is $_____.

2. That the Contractor shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the Plans, Drawings and Specifications prepared for the City of Melbourne, Florida, for this project, and all other Contract Documents relative thereto, including among others the following: Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Combination Performance and Payment Contract Bond, General Conditions, Technical Specifications, Special Conditions, Federal and State Specifications (if applicable), and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein. The materials and the manner and extent of the work shall be to the satisfaction of the City or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

3. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within five hundred twenty (520) consecutive calendar days from and after said date.

4. Partial payments, final payment and the final retainage payment will be made by the City in accordance with the specifications set forth in General Condition 32 of the project specifications and the Florida Prompt Payment Act, unless Federal or State funding payment provisions differ, and are applicable, in which event the Federal or State funding payment provisions shall prevail.

5. Time is of the essence for this Contract and the work to be performed hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in four counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

WITNESS:

Firm_____

_____
Printed Name

Address_____

_____
Signature

_____
Printed Name

By:_____Seal)

_____
Signature

_____
Title

CITY OF MELBOURNE, FLORIDA

_____
City Manager

Approved by City Attorney
as to form:

ATTEST:

_____

_____(Seal)
City Clerk

COMBINATION
PERFORMANCE AND PAYMENT BOND
PINEDA CAUSEWAY WATER TRANSMISSION MAINS - PROJECT NO. 30315

BOND NO. _____

STATE OF FLORIDA
COUNTY OF _____

ALL MEN BY THESE PRESENTS: That we, _____ _____, as Principal (hereinafter called "Contractor") and _____ as Surety (hereinafter called "Surety") are held and firmly bound unto CITY OF MELBOURNE, as Obligee (hereinafter called "City"), in the amount of _____ _____ Dollars ($_____) for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

All notices and communications required to be given hereunder shall be in writing and shall be sent by certified—United States Mail, postage pre-paid, addressed as follows:

OWNER: City of Melbourne, Attention: City Engineer, 900 East Strawbridge Avenue
Melbourne, Florida 32901 (321) 608-7300

CONTRACTOR: _____
[Business Name and Street Address]

_____
[City, State, Zip Code, and Telephone Number w/Area Code]

SURETY: _____
[Business Name and Street Address]

_____
[City, State, Zip Code, and Telephone Number w/Area Code]

PROJECT: _____
Melbourne, Florida

Any party hereto may change its address by notifying the other parties in writing of such changes.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20_____, entered into a contract with City for certain construction work, a copy of which said contract is incorporated herein by reference and is made part hereof as fully as if copied herein (hereinafter called the "Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Contractor shall fully, promptly and faithfully perform said contract and all obligations thereunder, including all obligations imposed by the Contract Documents, which may include, but are not limited to, the Plans, Drawings Specifications, Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Bonds, General Conditions, Federal and State Specifications (if applicable), Special Conditions, Technical Specifications, and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein, and such alterations thereof as may be made as provided for therein) and shall promptly make payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies used directly or indirectly by Contractor in the prosecution of the work provided in the Contract; and pays City all losses, damages, expenses, costs and attorneys fees, including appellate proceedings, that City sustains because of default by Contractor under the Contract; performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and shall perform all other covenants and obligations of this bond as set forth below, then this bond shall be void, otherwise, it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said City against and from all costs, expenses and damages, including litigation costs and attorneys' fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract; and shall indemnify and save harmless said City from all suits and acts of every nature and description arising out of the work to be performed under the Contract or of any material or materials used upon the work.

2. The undersigned agree to promptly pay to the City any difference between the sum to which the Contractor should be entitled on the completion of the Contract, and the sum which the City may be obligated to pay for the completion of said work by contract or otherwise, including all losses, expenses, costs, attorneys' fees, appellate court proceedings and damages (including, but not limited to, delay damages, direct or indirect damages, or consequential damages), which the City may sustain by reason of the failure of the Contractor to properly and promptly perform and abide by all of the terms, conditions, provisions and specifications of said Contract.

3. The undersigned covenants and agrees that no changes, in or under the Contract documents (including extension of time, alteration or addition to the terms, conditions, provisions and specifications of the Contract or to the work to be performed thereunder, or terms, conditions, provisions and specifications accompanying the same) and compliance or non-compliance with any formalities connected with the Contract or the changes, shall in any way affect Surety's obligation under this bond, and Surety does hereby expressly waive notice of any such changes, compliance or non-compliance.

4. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

5. If this bond is guaranteed by the SBA, the undersigned shall provide the City a copy of the approved 990 form.

Signed and sealed this _____ day of _____, 20_____._____.

WITNESS: (PRINCIPAL)/Contractor

_____ _____(SEAL)
[Signature]

_____ _____
[Printed Name/Title]

WITNESS: (SURETY)

_____ _____(SEAL)
[Signature]

_____ _____
[Printed Name/Title]

COUNTERSIGNED_____

_____
Title

END OF SECTION



DIVISION "E"

GENERAL CONDITIONS

GENERAL CONDITIONS
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GENERAL CONDITIONS

1.0 DEFINITIONS

Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined:

1.1 The term "Contract" means the agreement executed by the City and the Contractor of which these General Conditions form a part.

1.2 The terms "City" and "Contractor" mean the respective parties to the Contract.

1.3 The term "Subcontractor" means a person, firm or a corporation supplying services and materials, labor and materials, or only services or labor to the Contractor for work in connection with the project.

1.4 The term "Engineer" means the City Engineer and where the term "City" is used in connection with the interpretation of the Contract Documents, or in connection with the enforcement of the specifications of same, the Engineer, as the City's representative shall have authority to act.

1.5 The term "Contract Documents" - the Contract Documents include but are not limited to the following: Plans, Drawings, Specifications, Invitation to Bid, Instructions to Bidders, Proposal and Bid Form, Construction Agreement Bond(s), General Conditions, Special Conditions, Technical Specifications, Federal and State Specifications (if applicable), and any addenda thereto now or hereafter issued. In the event of any conflict between the Contract Documents, the following priority is established: (1) Construction Agreement executed by the Contractor and the City; (2) Special Conditions; (3) Federal and State Provisions, if any; (4) General Conditions; (5) Technical Specifications and Plans; (6) City's Invitation to Bid, with supporting addenda; and (7) Contractor's bid but only to the extent responsive to City's invitation to bid.

1.6 The term "Consultant" means the engineer or architect who is employed by the City to provide the design and the construction contract administrative services, and who is the engineer or architect of record. If no such engineer or architect has been employed by the City to provide such services, then the "Consultant" as used herein shall be deemed to mean the City Engineer.

1.7 The term "Substantial Completion" means the date when the work, as certified in writing by the Consultant, and determined by the City in its sole discretion, has been developed, designed, engineered and constructed in accordance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Project is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended by the City, without material interference from incomplete or

improperly completed work and with only minor punch list items remaining to be completed, all as reasonably determined by the City and evidenced by (1) the issuance of a Certificate of Occupancy or Certificate of Completion by the authority having jurisdiction; (2) the issuance of a Certificate of Substantial Completion by the Consultant; and (3) acceptance of such Certificate of Substantial Completion by the City pursuant to the Contract Documents.

1.8 The term “Final Completion” means the date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided have been received by the City; and the Work has been fully completed in accordance with the Contract Documents.

1.9 The term “Work” means all construction and services required by or reasonably inferable from the Contract Documents for the completion of the Project, including the provision of all labor, materials, equipment, supplies, tools, machinery, utilities, procurement, fabrication, transportation, construction, erection, demolition, installation, insurance, bonds, permits and conditions thereof, building code changes and governmental approvals, testing and inspection services, quality assurance and/or quality control inspections and related certifications, training, surveys, studies, supervision, and administration services to be provided by the Contractor, and other items, work and services that are necessary or appropriate for the total construction, installation, furnishing, equipping, and functioning of the completed Project, together with all additional, collateral and incidental items, work and services required to achieve Final Completion in accordance with the Contract Documents.

2.0 CONSULTANT AS INTERPRETER

It is agreed by the parties hereto that the Consultant shall decide all questions which may arise relative to the interpretation of the Plans and Technical Specifications. Consultant shall decide all questions pertaining to the character, quality, amount and value of any work done, and of the materials furnished under or by reason of this Contract. The Consultant’s estimates and decisions upon all such claims and questions shall be final and conclusive upon the parties thereto.

2.1 The rights of the Contractor and the City under the specifications of subsequent sections of these general conditions are not, however, prejudiced by this agreement.

3.0 NOTICE AND SERVICE THEREOF

All notices, demands, requests, instructions, approvals and claims shall be in writing.

3.1 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor as specified at the address provided in the Bid (or at such other office as the Contractor may from time to time designate to the City in writing), or if deposited in the United States mail in a sealed, postage-paid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

3.2 All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the address of the City as specified in Instructions to Bidders and any notice to or demand upon the City shall be sufficiently given if delivered to said office or if deposited in the United States mail in a sealed, postage-paid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case properly addressed to said City or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.

3.3 Any such notice or demand to the Contractor or to the City shall be deemed to have been given or made as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course or, in case of delivery service, at the time of actual receipt, as the case may be.

4.0 CONTRACT SECURITY

If applicable, the Contractor shall furnish a surety bond on the form included in Division "D", in an amount equal to not less than one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract and for the payment of all persons furnishing services and/or labor and/or materials for the project in connection with this Contract, and shall indemnify and save harmless the City of Melbourne and the City of Cocoa from all costs, expenses and damages from all suits, actions or claims of any character, name and description brought for, or on account of, or arising out of, any act or omission, neglect or misconduct of the said Contractor in the performance or execution of this Contract. Said surety shall be held until any and all of such suits, actions, or claims have been settled and suitable evidence to that effect has been furnished to the City of Melbourne and the City of Cocoa. The surety on such bond shall be a duly authorized surety company satisfactory to the City. The Owner shall not be required to accept the bond from any surety which has, in the Owner's opinion as determined by Owner in its discretion, defaulted under any contracts or bonds with the City of Melbourne or the City of Cocoa.

4.1 **Certified Copy of Recorded Bond/FS 255.05(1)(b)**:
Contractor must provide the City with a certified copy of the recorded bond BEFORE commencing work or recommencing work. The City of Melbourne, as a public entity, ***shall not*** make payment to the Contractor until the Contractor has complied with this paragraph

5.0 ASSIGNMENT

The Contractor shall not assign the whole or any part of this Contract, or any monies due or to become due hereunder, without written consent of the City, which consent may be withheld by the City in its sole discretion. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for the services rendered or for labor performed or for materials supplied for the performance of the work called for in this Contract.

6.0 CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

6.1 Commercial General Liability Insurance. The Contractor shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than $10,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne and City of Cocoa as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed

6.2 Public Liability and Property Damage Insurance. The Contractor shall maintain in force for the duration of the contracted period Public Liability Insurance which must include coverage for premises/operations, contractual liability, broad form property damage, products completed operations, contractor's pollution liability, personal injury, and explosion, collapse, and underground hazard with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. The Public Liability and Property Damage Insurance Policy shall be endorsed to list the City of Melbourne and City of Cocoa as an Additional Insured. The coverage shall contain no special limitations on scope of protection afforded to the City of Melbourne or the City of Cocoa or their respective officers, officials, employees or volunteers.

6.3 Builders Risk/Installation Floater. The Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be required by Laws and Regulations). This insurance shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including, without duplication of coverage, lightning, windstorm, rain, hurricane, hail, explosions, riot, sinkholes, flood, theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Contract Documents, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement

of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, the Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The property insurance deductible shall not exceed $25,000.00 per claim.

6.4 Marine General Liability Insurance. The Contractor shall maintain in force for the duration of the contracted period Marine General Liability and Maritime Employers Liability Insurance with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible of amount of not more than $100,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne and City of Cocoa as Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.

6.5 Watercraft Liability Insurance. The Contractor shall maintain in force for the duration of the contracted period Commercial Watercraft Liability Insurance with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. The Watercraft Liability Policy shall be endorsed to list the City of Melbourne and City of Cocoa as an Additional Insured, be written on an occurrence basis, not claims made, and be listed by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.

6.6 Pollution Liability Insurance. The Contractor shall maintain in force for the duration of the contracted period Pollution Liability Insurance with a limit of not less than $1,000,000 per occurrence, 2,000,000 aggregate and a deductible amount of not more than $25,000 per claim. The Pollution Liability Insurance Policy shall be endorsed to list the City of Melbourne and City of Cocoa as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of B+ or higher.

6.7 Business Automobile Liability Insurance. The Contractor shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the awarded Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the awarded Contractor to maintain only Hired & Non-Owned Auto Liability Insurance.

6.8 Workers Compensation & Employer's Liability Insurance Including U.S. Longshore and Harbor Workers (USL&H) Insurance**.** The Contractor shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at statutory limits and Employers

Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit.

6.9 The Contractor shall submit proof of the required insurance to the City of Melbourne and City of Cocoa in the form of Certificates of Insurance. Such certificates will need to clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne and City of Cocoa have been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance. Additional insurance requirements may be required pursuant to the bidding documents.

6.10 Coverage for subcontractors shall be subject to all of the requirements stated herein, as applicable.

6.11 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City of Melbourne and the City of Cocoa. At the option of the City of Melbourne and the City of Cocoa, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Melbourne and the City of Cocoa, their officers, officials, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.12 Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respects the City of Melbourne and the City of Cocoa, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Melbourne and the City of Cocoa, their officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.13 Notice of Termination; Acceptability of Insurers; Verification of Coverage: Each insurance policy required under this Section 6 shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Melbourne and the City of Cocoa. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. The Contractor shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Contract a certificate of insurance and original endorsements effecting coverage required by this Section 6. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the City of Melbourne and the City of Cocoa as an additional insured including a waiver of subrogation specification

evidencing general liability, auto liability and worker's compensation coverage. The City of Melbourne and the City of Cocoa reserve the right to require complete, certified copies of all required insurance policies, at any time.

6.14 Indemnification: All contractual liability insurance policies (general and public liability, automobile liability, and worker's compensation) maintained pursuant to this Section shall include the specification of the following hold harmless clause: The Contractor agrees to indemnify, save harmless and defend the City of Melbourne and the City of Cocoa, and their respective officers, City Attorney, managers and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any loss, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with any act or failure to act by the Contractor, its agents, servants, employees or subcontractors.

7.0 ACCIDENT PREVENTION

Precaution shall be as prescribed by the United States Department of Labor Occupational Safety and Health Administration for the protection of persons (including employees) and property.

8.0 QUALIFICATIONS FOR EMPLOYMENT

No person shall be employed in violation of the State or the National Labor Laws. No person under the age of sixteen years shall be employed on the project under the Contract. No person whose age or physical condition is such as to make this employment dangerous to his or her health or safety or to the health or safety of others shall be employed on the project under this Contract; provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving a sentence in a penal or correctional institution, although paroled, and no inmate of an institution for mental deficiency shall be employed on the project under this Contract.

9.0 Omitted.

10.0 LICENSES, PERMITS, CONSTRUCTION AND EMPLOYMENT PRACTICES

Except to the extent otherwise set forth in the technical specifications for the project, the provisions in this paragraph shall apply. The Contractor shall obtain City building permits. The Contractor shall obtain the Generic Permit for Construction Discharge for large and small construction activities (CGP) through the Florida Department of Environmental Protection. All other required permits shall be obtained by the City of

Melbourne. All Contractors are required to comply with all permits, laws, regulations, safety codes, and building and construction codes which apply to construction performed under this Contract, also with all applicable Federal and State regulations in respect to employees' wages and hours. All contractors shall possess all licenses required by state, county and local units of government in which the project is to be constructed.

11.0 SUBSTITUTIONS

Unless otherwise stated, reference in the specifications to any article, device, product, material, fixture, form, or type of construction, etc., by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limited competition, and the Contractor, in such cases, has the option of using any article, device, product, material, fixture, form or type of construction which in the judgment of the Consultant expressed in writing, is equal to that named.

12.0 PATENTS

The Contractor shall hold and save the Cities of Melbourne and Cocoa, and their respective officers, officials, agents, servants, and employees harmless from liabilities of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City at any time during the prosecution or after completion of the work unless otherwise specifically stipulated in the Contract Documents.

13.0 TIME FOR COMPLETION

The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in the number of consecutive calendar days stated in the Bid Form and Construction Agreement.

14.0 CONTINUING THE WORK

The Contractor shall carry on the work and adhere to the progress schedule during all requests for additional time, claims for increase or decrease in contract price, disputes, or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes without the written consent by the City in writing.

15.0 DELAYS - DAMAGES

15.1 If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Proposal and Bid Form and Construction Agreement, or any extension thereof, or fails to complete said work within such time, the City may, by written notice to the Contractor, terminate the Contractor’s right to

proceed with the work or such part of the work as to which there has been delay. In such event the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable to the City for any excess cost occasioned the City thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefore. If the City does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in Instructions to Bidders and the Contractor and his sureties, jointly and severally, shall be liable for the amount thereof, provided that the right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe or abnormal weather as demonstrated by the Contractor's submittal of comparative weather data, or delays of Subcontractors due to such causes, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the City shall grant a further period of time prior to the date of final settlement of the contract) notify the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in the Engineer's judgment the findings of fact justify such an extension, and the Engineer's findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within thirty (30) days by the Contractor to the City. In the event of such an appeal, the City's decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

15.2 If the City does not elect to terminate the right of the contractor to proceed as set forth above, the Contractor and the Contractor's sureties, jointly and severally, shall be liable for and shall pay to the City, as set forth in the instructions to Bidders, agreed and liquidated damages for each calendar day of such delay until the work is completed or accepted, provided, that the City may accept the work if there has been such a degree of completion as will, in the City's opinion, make the project reasonably safe, fit and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with liquidated damages, but the City may assess damages caused by such delay.

16.0 RIGHT OF THE OWNER TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Contractor or any of the Contractor's property, or if the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the Contractor should refuse or fail to make prompt payment to persons supplying labor or materials for the work under the Contract, or persistently disregard instructions of the Engineer or fail to observe or perform any specifications of the Contract Documents, or otherwise be guilty of a substantial violation of any specifications of the Contract Documents, then the City may, by at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the work. In such event, or in the event of contract termination by the City pursuant to the terms of General Condition 63 below, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable to the City for any excess cost occasioned to the City thereby; and in such case the City may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. The foregoing specifications are in addition to, and not in limitation of, the rights of the City under any other specifications of the Contract Documents.

17.0 ATTORNEY'S FEES

If, on account of any breach or default or failure to perform by the Contractor of the Contractor's obligations under the terms and conditions herein, it shall become necessary for the City to employ an attorney to enforce or defend any of the City's rights or remedies hereunder, the Contractor agrees to pay all costs and a reasonable attorney's fee incurred by the City in connection therewith, including attorney's fees and costs in any appeals.

18.0 CHARACTER OF WORKERS AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workers as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is, in the Engineer's opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

18.1 Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work, the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

18.2 The equipment used on any portion of the work shall be used such that no injury to adjacent property, or to streets or highways will result from its use; equipment shall be modern in good condition, and adequate in size to perform the work in satisfactory time intervals.

19.0 USE OF PREMISES

The Contractor shall confine all apparatus, storage of materials, and construction operations to such limits as may be directed by the City and shall not unreasonably encumber the premises with materials.

The Contractor shall submit a copy of a written agreement with any and all owners of property upon which the Contractor proposes to store materials, equipment, or conduct any other project-related activity.

19.1 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

19.2 The Contractor shall provide and maintain at the Contractor's expense, in a sanitary condition, such accommodations for the use of employees as is necessary to comply with the requirements and regulations of the State and County Boards of Health, and shall commit no public nuisance.

19.3 The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the work in a manner satisfactory to the Consultant. Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

19.4 Streets shall not be closed, except when and where approved by the City, and whenever the street is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the work, the Contractor shall provide and maintain a passable driveway approved by the City.

19.4.1 Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases. The City Engineer's office, Fire Department, and Police Department having jurisdiction shall immediately be notified by telephone, or otherwise, upon the closing and/or opening of each street or section thereof.

19.5 The Contractor shall provide, erect, and maintain, at its own expense, barricades, danger warnings, and detour signs whenever they may be necessary. The Contractor shall place sufficient lights on and/or near the work and keep them illuminated from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the work; provide

all guards by day or night and take all other precautions that may be necessary. The Contractor shall maintain proper guards and lights for the prevention of accidents, upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the work and public convenience and safety.

19.5.1 Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

19.6 Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as practicable, and obstruction of sewer inlets, gutters, and ditches is prohibited.

19.7 Unless otherwise expressly stipulated herein, the use of explosives is not contemplated in the prosecution of this Contract, and in no case will their use be permitted within a municipality without the written permission of the City Engineer and a permit issued by the Chief of the Fire Department.

19.7.1 Where such permission for the use of explosives is obtained, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in care of competent guards.

19.8 It shall be the responsibility of the Contractor to contact in writing the Fire and Police Departments having jurisdiction in the area where the work is being performed to obtain from them a summary of the information which should be provided to them while work is in progress. It shall then be the Contractor's responsibility to provide them with all such data.

19.9 Maintenance Of Traffic: Traffic shall be maintained in such a manner as to cause the least inconvenience to the public. Access to properties shall be open to traffic except during roadway and drainage operations. Detour directions shall be coordinated with the Melbourne Traffic Engineer. Detours will be held to the minimum and shall not extend through the weekend or overnight without prior approval of the Engineer. Detour barriers shall be installed in such a manner as to allow access by traffic from one direction or the other.

20.0 MATERIALS, SERVICES AND FACILITIES

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence and temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

21.0 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by the Contractor to the City of Melbourne and the City of Cocoa free from any claims, liens, or charges, and further agrees that neither the Contractor nor any person, firm or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon, provided that this shall not preclude any Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the City. In the event of the installation of any such metering device or equipment, the Contractor shall advise the City as to the owner thereof. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The specifications of this section shall be inserted in all subcontracts and material contracts and notice of its specifications shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

22.0 PAYMENTS BY CONTRACTOR/SUBCONTRACTOR

When a Contractor receives payment from a local governmental entity for labor, services, or materials furnished by Subcontractors and Suppliers hired by the Contractor, the Contractor must remit payment due to those Subcontractors and Suppliers within ten (10) days after the Contractor's receipt of payment. When a Subcontractor receives payment from a Contractor for labor, services, or materials furnished by Subcontractors and Suppliers hired by the Subcontractor, the Subcontractor must remit payment due to those Subcontractors and Suppliers within seven (7) days after the Subcontractor's receipt of payment. This subsection does not prohibit a Contractor or Subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party. In the event of such a dispute, the Contractor or Subcontractor may withhold the disputed portion of any such payment if the Contractor or Subcontractor notifies

the party whose payment is disputed, in writing, of the amount in dispute, and the actions required to cure the dispute. The Contractor or Subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

22.1 Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the City no later than the time of payment free and clear of all liens.

22.2 All payments by Contractor and its subcontractors shall be made in accordance with the requirements of the Local Government Prompt Payment Act.

23.0 SUBCONTRACTING

The Contractor shall utilize the services of specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractors; provided, that if the City shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be required to do so.

23.1 If the Invitation to Bid contains a limitation on the amount of Work that can be subcontracted out by the Contractor under the Contract, then Contractor shall not exceed any such stated limitation in the performance of the Work under this Contract.

23.2 The Contractor shall not award any work to any Subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the Subcontractors, which statement shall contain such information as the City may require.

23.3 The Contractor shall be fully responsible to the City for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by such Subcontractors, and for the acts and omissions of persons directly employed by the Contractor.

23.4 The Contractor shall cause appropriate specifications to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any specification of the Contract Documents.

23.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

23.6 The Contractor shall not make any substitution for any Subcontractor unless the substitution is acceptable to the City Engineer and the substitution is requested in writing.

24.0 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall indemnify and save harmless the City against any such claim.

25.0 INSPECTION

The City of Melbourne and the City of Cocoa, and its authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

25.1 Work Outside the Regular Hours: If the Contractor desires to carry on work outside the regular work hours or on Saturdays, Sundays, or holidays, the Contractor shall submit application in writing to the City's assigned construction inspector and shall allow ample time to enable satisfactory arrangement to be made by the City for inspecting the work in progress. The Contractor shall reimburse the City all monies paid for inspection performed outside the regular 40-hour work week and holidays.
The regular 40-hour work week for City's construction inspectors is Monday through Friday 7:30 a.m. – 4:00 p.m. Holidays include: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve, and Christmas Day.

The City will invoice the Contractor for said overtime benefits at a current rate, for fiscal year 2021, of $40.00/hr., which includes fringe benefits. The hourly rate will be adjusted on an annual basis to coincide with the City of Melbourne's fiscal year currently October 1st through September 30th. Prior to final acceptance and final payment by the City, the Contractor will pay all outstanding overtime invoices due the City.

26.0 INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for in the specifications, the inspection and testing of materials and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the City. The Contractor shall furnish evidence satisfactory to the City that the materials and

finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the work. The Contractor shall promptly segregate and remove rejected materials and finished articles from the site of the work. If the bid form provides a test allowance, the Contractor must submit invoices documenting allowable testing costs to be charged against the allowance. Tests that indicate failure shall not be charged against the allowance.

27.0 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and all supplementary documents are essential parts of the Contract. Any requirement occurring in one is as binding as though occurring in all. Items shown on the plans and not noted in the specifications, and items noted in the specifications but not shown on the plans are to be considered as shown on the plans and noted in the specifications. Any errors or omissions as to standards of work in the specifications or on the plans shall not relieve the Contractor of the obligation to perform the work correctly and in strict accord with best practice to be found in structures or work of a similar nature.

28.0 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, subcontractors, or material men engaged upon the work. The Contractor shall be prepared to guarantee to each Subcontractor the dimensions which they may require for the fitting of their work to all surrounding work and shall be responsible for all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other contractors.

29.0 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the City a construction progress schedule in the form of a shop drawing satisfactory to the City, showing the proposed dates of commencement and completion of each of the various tasks of work required under the Contract Documents and the anticipated amounts of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish the following:

- A detailed schedule of values giving a complete breakdown of the contract price.
- Periodic itemized estimates of work done for the purpose of making partial payments thereon.

The value employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

30.0 DRAWINGS

The general character and scope of the work are illustrated by the drawings accompanying the Contract Documents. Where necessary, the approved plans may be supplemented by the Consultant with such full scale details, sketches, etc., as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved plans shall be in writing.

30.1 The Contractor shall furnish such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the Consultant. They shall include shop details, erection plans, and masonry layout diagrams and bending diagrams for reinforcing steel, approval of which by the Consultant must be obtained before any work involving these plans shall be performed. Plans for cribs, cofferdams, false-work, centering and form work may also be required, and such cases shall be likewise subject to approval unless approval is waived by the Consultant.

30.1.2 It is expressly understood, however, that approval by the Consultant of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details, or of mutual agreement of dimensions and details. The Contractor shall be responsible for agreement and conformity of working drawings with the approved plans and specifications. The Contractor shall not attempt to construct the parts of the work for which such detail drawings are required until the Contractor has received them with written approval of the Consultant.

30.1.3 The Contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

30.2 Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.

30.3 Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

31.0 SHOP DRAWINGS

The Contractor shall submit for the approval of the Consultant six (6) copies of all shop and setting drawings and schedules required for the work, and no work shall

be fabricated by the Contractor, save at the Contractor's own risk, until such approval has been given.

31.1 The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting, and rechecking; and no claim by the Contractor for delays, arising from any failure in this respect, shall be allowed.

31.2 All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval shall not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.

31.3 Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Consultant deems to be a minor adjustment in the interest of the City and which does not involve a change in the Contract price or extension of time, the Consultant may approve the drawing.

31.4 The approval by the Consultant of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve the Contractor of the responsibility for any error that may exist.

32.0 PAYMENTS TO CONTRACTOR

32.1 Partial Payments – Partial payment requests shall be submitted to the City and stamped/marked with the date of receipt by the City if there is no consultant for the project, or if the City does not require consultant approval of payment requests for this project. Otherwise, partial payment requests shall be submitted to the consultant, who shall mark or stamp the date of receipt thereon.

32.1.1 For projects for the contract sum of $200,000 or less, the following payment schedule shall apply: not later than twenty-five (25) business days after the date on which the payment request is stamped/marked received by the consultant (20 business days if no consultant approval of the payment request is required), the City will make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to ensure the proper performance of this Contract, the

City may retain five percent (5%) of the amount of each payment until Contractor meets the requirements for final payment as set forth below. However, when the total amount of retainage is greatly in excess of the value of the uncompleted portion of the contract work, the City may, in the City's sole and absolute discretion, release to the Contractor a portion of this retainage, provided that the City shall at all times retain an amount sufficient to enable the City to complete the uncompleted work under this Contract, to resolve unsatisfied claims, and to provide for payment of any accrued liquidated damages.

32.1.2 For all projects with a contract sum in excess of $200,000, the following payment schedule shall apply: not later than 25 business days after the date on which the payment request is stamped/marked received by the consultant (20 business days if no consultant approval of the payment request is required), the City will make a partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to ensure the proper performance of this Contract, the City may retain up to five percent (5%) of the amount of each payment until Contractor meets the requirements for final payment as set forth below. However, at such time as the total amount of the retainage is greatly in excess of the value of the uncompleted portion of the Contract work, the City may, in the City's sole and absolute discretion, release to the Contractor a portion of this retainage, provided that the City shall at all times retain an amount sufficient to enable the City to complete the uncompleted work under the Contract, to resolve unsatisfied claims, and to provide for payment of any accrued liquidated damages.

32.1.3 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. All Contractor payment requests must be submitted as one original, on the City of Melbourne form "Contractor's Application for Payment". Invoices for material must be submitted with the partial pay application.

32.1.4 The monthly payment shall be approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and final payment.

32.1.5 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this specification shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damage work, nor shall it be construed as acceptance by the City, or as a waiver of the right of the City to require the fulfillment of all terms of this Contract.

32.2 Final Payment (Including Retainage) – Contractor must complete construction, including completion of all items on the Completion List (as defined below) within 30 days after delivery of said Completion List to Contractor. The final payment of remaining sums due Contractor, including remaining retainage, shall be made as follows: Upon completion of all items on the Completion List, Contractor may submit a final payment request for all remaining sums due under the Contract, including remaining retainage, and such submission shall include a scheduled date for final inspection, which date has been mutually agreed upon by the City and Contractor, and which date shall be between 10 and 15 business days from the date of submission. Such submission shall be stamped/marked received in the same manner as partial payment requests as set forth in Section 32.1.1. Such submission shall also include evidence satisfactory to the City that all of Contractor's payrolls, material bills, taxes, subcontractors and other bills and costs incurred in connection with its construction work have been paid in full; and shall also include any affidavits and releases of lien or releases of bonds as City or its surety may reasonably request from Contractor, its subcontractors and materialmen. The City shall make final payment in accordance with the same time limitation set forth above in this section 32 for payment of partial payment requests, provided Contractor has completed construction, including all items on the Completion List and submitted all evidence as required above. The time periods provided for herein for development of the Completion List and completion of the listed items, do not in any way extend the time period in which Contractor is required to complete the project as set forth in the Contract.

32.2.1 If a good faith dispute exists as to whether one or more items defined on the Completion List have been completed pursuant to the terms of this Contract, the City may continue to withhold up to 150% of the total costs to complete such items.

32.2.2 Notwithstanding the foregoing, the City need not pay or process any payment requests for retainage if the Contractor has, in whole or in part, failed to cooperate with the City in the development of the Completion List or failed to perform its contractual responsibilities, if any, with regard to the development of the List, or if the amounts requested are subject to a good faith dispute, the subject of a claim brought pursuant to FSS 255.05, or otherwise is subject of a claim or demand by the City or Contractor.

32.2.3 Notwithstanding the foregoing, in the event that Federal or State Funds are used in whole or in part to pay for the work or services to be performed under this Contract, applicable Federal or State grant/funding laws and regulations, or other applicable federal or state laws and regulations, shall be followed and prevail over any contrary specifications of the Local Government Prompt Payment Act or Section 32.0 of the General Conditions. Additionally, the City's obligation to

proceed with this Contract and to make payments hereunder, is specifically conditioned upon receipt of any Federal or State Funds and/or Federal or State approvals anticipated for the subject project. If such Federal or State Funds and/or Federal or State approvals are not received, the City may terminate the Contract, whereupon the City and Contractor shall be released from any and all obligations under the contract.

32.3 Rejection of Payment Requests and Disputes. If a payment request or invoice does not meet the Contract requirements, the City must reject a payment request or invoice within twenty business days after the date on which the payment request or invoice is stamped/marked as received as set forth above. The City will provide the rejection in writing and specify the deficiency and the action necessary to make the payment request or invoice proper.

32.3.1 If a payment request or an invoice is rejected as set forth above, and the contractor submits a payment request or invoice that corrects the deficiency, the corrected payment request or invoice must be paid or rejected on the later of: (a) ten business days after the date the corrected payment request or invoice is stamped or received as set forth above; or (b) if the City is required by ordinance, charter or other law to approve or reject the corrected payment request or invoice, the first business day after the next regularly scheduled meeting of the City held after the corrected payment request or invoice is stamped/marked as received as provided above.

32.3.2 If a dispute arises between the City and the Contractor concerning payment of a payment request or invoice, which dispute cannot be resolved by a procedure described in this section 32, the dispute must be resolved in accordance with a dispute resolution procedure prescribed described in this Contract or in City of Melbourne Prompt Payment Policy.

33.0 CHANGES IN WORK

33.1 The City may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this Contract and within the general scope thereof.

33.2 The contract price may only be changed by a Change Order executed by the City. Any claim for an increase or decrease in the contract price shall be based on written notice delivered to the City by the party making the claim promptly, but in no event later than ten (10) days after the occurrence of the event giving rise to the claim, and stating the specific nature of the claim. The City, within thirty (30) days after receipt of Contractor's claim, shall notify Contractor of the acceptance or rejection of said claim by the City.

33.3. The order shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the contract price (which price shall include Contractor's overhead and profit). On any deductive change, an allowance for overhead and profit shall be included as part of the downward adjustment in contract price.

33.4 In making any change, the charge or credit for the change shall be determined by the City in one of the following methods prior to the issuance of the order for the changed work.

a. By ordering the Contractor to proceed with the work and to keep and present, in such form as the City may direct, a correct account of the cost of the change together with all vouchers therefore. The cost may include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and workmen's compensation insurance, pro rata charges for foremen, also social security, unemployment insurance; however, no percentage for overhead and profit shall be allowed on items of social security and unemployment insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are insurance other than mentioned above, bond or bonds, superintendent, timekeeper, clerks, guards, use of small tools, incidental job burdens, and general office expense.

b. By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the contract unit price for each contract item, which unit price is deemed to include overhead, profit, installation and any other costs.

33.5 The Contractor shall, when required by the City, furnish to the City an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

33.6 In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

34.0 EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such work order.

35.0 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost or an extension of time, he shall so notify the City in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work. Thereafter, the procedure shall be the same as that described in Section 33, above, for changes in work. No such claim shall be valid unless made in accordance with the terms of this Section.

36.0 DEDUCTIONS FOR UNCORRECTED WORK

If the City deems it inexpedient to require the Contractor to correct work injured or not performed in accordance with the Contract Documents, an equitable deduction from the Contract price shall be determined by the City.

37.0 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the work by the City, it shall be under the charge and care of the Contractor and the Contractor shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, including but without being limited to injury or damage arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good, at the Contractor's own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

38.0 PRE-FINAL AND FINAL INSPECTIONS

38.1 Pre-Final Inspection

When the Contractor believes it has achieved Substantial Completion, the Contractor shall request an inspection by the City and the Consultant, and shall provide the City with evidence supporting its assessment of Substantial Completion, including any specific documents or information requested by the City to assist in its evaluation thereof. Contractor shall, prior to said inspection, develop its preliminary punch list for input and comment by the City and the Consultant. Once the preliminary punch list is submitted to the City, the City and its representatives will schedule a walk-through of the Project with the Contractor and the Consultant.

38.2 Determination of Substantial Completion

38.2.1 Following the walk-through, the City will determine whether the Contractor has achieved Substantial Completion.

38.2.2 if the Contractor has not achieved Substantial Completion, the Consultant may provide a courtesy list of remaining items of work to be completed or corrected to render complete, satisfactory and acceptable the construction services purchased by the City but such courtesy list shall not constitute the Completion List (as defined below).

38.2.3 Any determination by the Consultant and the Contractor of substantial completion shall not be binding on the City and the ultimate determination of Substantial Completion shall rest with the City and shall be evidenced by the City's executing and returning to the Contractor a written determination of Substantial Completion executed by the City Engineer. The City's determination of Substantial Completion will identify a date of Substantial Completion. Substantial Completion shall not constitute final completion or acceptance of the work.

38.3 Development of Completion List

38.3.1 Following the walk-through, if the Contractor has achieved Substantial Completion, the City and the Consultant shall develop and provide the Contractor with a list of all remaining items of work to be completed or corrected to render complete, satisfactory and acceptable the construction services purchased by the City, and which incorporates items and comments identified or provided by the City and the Consultant comments and is certified as the official completion list by the Consultant and the City Engineer (the "Completion List"), provided however that failure to include any items on such Completion List does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. The parties understand and agree that draft lists may be exchanged between the City, the Consultant and/or the Contractor for purposes of comments but such draft lists shall not qualify as the Completion List unless certified by the Consultant and the City Engineer.

38.3.2 In accordance with §218.735(7), Florida Statutes, the City and the Consultant shall develop the Completion List as follows: (1) For construction projects having an estimated cost of less than $10 million, the City and the Consultant will develop the Completion List within 30 calendar days after substantial completion of the construction services purchased as defined in this contract; and (2) For construction projects having an estimated cost of $10 million or more, the City and the Consultant will develop the Completion List within 60 calendar days after substantial completion of the construction services purchased as defined in this contract. The Completion List shall be developed as a single list of items except that if this contract relates to the purchase of construction services on more than one building or structure, or involves a multi-phased project, a Completion List shall be developed for each building, structure, or phase of the project in accordance with the time frames set forth herein.

38.3.3 Upon development and review of the Completion List by the City and the Consultant within the time frames set forth herein, the Completion List shall be delivered to the Contractor and the Contractor shall review the Completion List within five (5) days.

38.3.4 Upon receipt of the Completion List, the Contractor shall complete the items listed on the Completion List within 35 days.

38.4 Final Inspection.
When all items on the Completion List are completed, the Contractor shall call at least ten (10) working days in advance for a final inspection. If listed work is not fully completed, the final inspection will be canceled.

39.0 RIGHT OF RECOVERY

Should an error be discovered in the partial or final estimates after the final payment has been made, the City reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error.

40.0 GENERAL GUARANTEE

Neither the final certificate of payment nor any specification in the Contract Documents nor partial or entire use or occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two (2) years from the date of final acceptance of the work, unless a longer period is specified. Final acceptance of the work shall start from the date of acceptance by City Engineer. The City will give notice of observed defects with reasonable promptness.

41.0 TERMINATION OF RESPONSIBILITY

This Contract will be considered completed when all work has been accomplished, cleanup of the premises has been made and the work has been accepted by the Engineer after making final inspection, and the final estimate has been paid. Upon this final payment, the City shall be released from all liability whatever growing out of this Contract. Notwithstanding final payment to the contractor, the contractor is not released from its contractual obligations pursuant to the terms of the contract, including but not limited to its obligations under 4.0, 12.0, 21.0, 40.0, 49.0, and 57.0.

42.0 DRAWINGS AND SPECIFICATIONS

Any item shown on the drawings and not described in the specifications shall be considered as a part of the specifications and vice versa.

43.0 PAYMENTS WITHHELD

The City may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the City from loss on account of defective work not remedied, claims filed, or reasonable evidence indicating probable filing of claims, failure of the Contractor to make payments properly to the subcontractors or for materials or labor, a reasonable doubt

that the Contract can be completed for the balance then unpaid or damage to another contractor.

44.0 SUBSURFACE DATA

All subsurface data shown on the plans, such as ground water elevations, soil conditions, underground structure locations such as sewer lines, waterlines, telephone cables and conduit, electric cables, etc., are shown on plans for the Contractor's general information only, and such information shown is not warranted or guaranteed by the Engineer, Consultant or City of Melbourne or City of Cocoa. Contractor shall exercise best practices in the industry to address subsurface conditions that differ from the plans and/or are unexpected. Contractor shall notify and consult with the Engineer, Consultant and City of Melbourne immediately upon discovery of subsurface conditions that differ from the plans and/or are unexpected. Contractor shall obtain utility locates prior to commencement of work.

45.0 PROTECTION OF MONUMENTS

The Contractor shall protect from any damage or movement all survey permanent reference markers, bench marks, triangulation points, section corners, etc. If the Contractor destroys or moves any monument through carelessness, the Contractor shall have such monuments restored and/or replaced by approved and qualified personnel, at the Contractor's expense in accordance with all applicable rules and regulations. Sufficient monies will be withheld from payments to the Contractor to pay these costs.

46.0 DISCREPANCIES FROM PLANS

If the Contractor, in the course of work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in layout as given by points and instructions, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, shall be done at the Contractor's risk.

47.0 TESTING

The Contractor will select the services of an independent testing laboratory to perform tests in connection with the construction covered by the scope of this contract. However, the City is the client of the testing laboratory. All invoiced testing costs shall be reasonable and at rates that are not higher than those usually and customarily charged for the same or similar tests performed for City projects. Any testing costs that are unreasonable or exceed those usually and customarily charged as described above, shall not be eligible for allocation toward the allowance, nor shall they be reimbursed. Two copies of all testing reports shall be submitted to the City upon completion of each test. The Contractor shall establish an account for the test allowance amount included in the Proposal and Bid Form from which payment of these tests will be made. The Contractor will order the tests and invoices shall be

submitted to the Contractor for payment. Copies of the testing invoices shall be submitted with each request for payment by the Contractor to the City. Upon completion of the project, any balance of funds remaining in the account will be deducted from the final pay estimate. In like manner, the Contractor will be reimbursed by the City if actual eligible testing costs exceed the allowance upon completion of the work. The Contractor shall bear the cost of all retests. In the event the Contract does not identify a testing allowance, all testing costs shall be the responsibility of the Contractor.

48.0 AS-BUILT RECORDS

A complete set of as-built records shall be kept by the Contractor at the job site. These records shall show all items of construction and equipment which differ in size, shape or location from those shown on the Contract drawings, also any additional work, existing features or utilities revealed by construction work which are not shown on the Contract drawings. These records shall be kept up to date daily. They may be kept on a marked set of Contract drawings to be furnished the Contractor for this purpose, or in any other form which is approved prior to the beginning of the work. They shall be available at all times during construction for reference by the Engineer, and shall be delivered to the Engineer prior to pre-final inspection.

49.0 MAINTENANCE BOND

The Contractor shall furnish the City (prior to final payment) maintenance bonds in the amount of ten percent (10%) of the total cost of the construction guaranteeing all the material, equipment and workmanship for a period of two (2) years after the date of acceptance by the City for the benefit of the City of Melbourne and, as applicable, the City of Cocoa, and that the Contractor will make good or replace at his own expense any material, equipment or workmanship that proves defective within the above period. The maintenance bonds shall not novate or lessen the Contractor’s and Surety’s separate obligations and responsibilities under the Contract’s Performance and Payment bond.

50.0 UTILITIES

The Contractor will be required to coordinate all work when necessary with the various utility companies in order that utility service may be maintained. The Contractor shall exercise due caution when working adjacent to such utilities. Any damage to the utilities resulting from the Contractor's operations shall be repaired at the Contractor’s expense. Any work involving conflict with utility companies shall be coordinated with them at the preconstruction conference.

51.0 MATERIALS

The Contractor shall furnish the City and Consultant for approval full information (vendor's certifications, test reports, etc.) concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be

submitted for approval at the Contractor's expense with all shipping charges prepaid. The Contractor shall promptly segregate and remove rejected materials and finished articles from the site of the work. Materials and articles installed or used without prior approval shall be at the risk of subsequent rejection by the City.

52.0 SUPERVISION OF THE WORK

At all times during the progress of the work, the superintendent, foreman or other qualified supervisor shall be on the job site to insure that all work will proceed according to the specifications. The supervisor shall be named by the Contractor prior to start of construction.

53.0 NON-DISCRIMINATORY PRACTICES

Contracts for work under this bid will obligate the Contractor and Subcontractors not to discriminate in employment practices. Contractor and Subcontractors must comply with the President's Executive Order No. 11246.

54.0 PUBLIC COMPLAINTS

The Contractor shall be responsible for answering and satisfying public complaints within a reasonable time and to that end shall be required to set up a Complaints Department for that purpose. Accurate records of all complaints and corrective measures shall be kept and turned over to the City weekly with the signature of the complainants as being satisfied. The Contractor shall provide the telephone number and name to which complaints can be orally made.

55.0 PROTECTION OF PROPERTY

It shall be incumbent upon the Contractor to protect private property. The Contractor shall notify each property owner at least seven (7) days prior to beginning construction operations to allow the property owner to remove shrubs, sprinkling systems and landscaping structures that are in the right-of-way. Gravel and marl driveways shall be removed and preserved for installation upon completion of the grading. There is no pay item for these driveways.

56.0 WATER AND ELECTRICITY

Water and electricity as may be required for construction and other purposes connected with this project shall be secured and purchased by the Contractor.

57.0 INDEMNIFICATION

57.1 The Contractor shall indemnify and hold harmless the City of Melbourne, the City of Cocoa, and the Engineer and their officers, agents, and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence,

recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract.

57.2 In any and all claims against the City of Melbourne, the City of Cocoa, or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification and hold harmless obligation under this section (Paragraph 57.1) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

58.0 ARCHAEOLOGICAL FINDS

Work will be stopped immediately in the area of archaeological finds and the office of the Engineer shall be notified.

59.0 CLEAN-UP

The Contractor shall be responsible for a general clean-up of the site of all construction operations. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing before the start of construction. This operation must be completed as directed by the Engineer. Failure to comply fully with this requirement will result in withholding approval by the Engineer of periodic estimates for partial payment.

60.0 DRIVEWAY AND/OR ACCESS TO PROPERTY

The Contractor shall maintain or provide access to property normally entered via the job site during progress of the work. Bridges or other suitable crossings over ditches shall be provided as required and subject to approval of the Engineer.

61.0 SALVAGE

All material salvaged from connections or cut-ins to existing systems, removal of existing facilities, etc., shall remain the property of the City unless otherwise defined in the Contract Documents. The Contractor shall remove all salvaged materials from the construction sites as work progresses and store them in a place designated by the City for this purpose.

61.1 Use of Salvaged Materials: Under no circumstances are salvaged materials to be re-used in this project unless indicated on the drawings and/or specified herein or directed by the Engineer.

62.0 DISQUALIFICATION OF BIDDER

Failure to pay outstanding debts due to the City under this Contract may constitute grounds for declaring the Contractor to be a non-responsible bidder for purposes of bidding on future contracts with the City.

63.0 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, and except as enforcement may be precluded or modified by any preemptory or controlling federal law or binding precedential case law, [a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. 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 s. 215.473, or 2. Is engaged in business operations in Cuba or Syria.

Section 215.473 of the Florida Statutes defines a company to mean a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

By submitting a response to this solicitation, contractor certifies that it and those related entities of contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, contractor certifies that it and those related entities of contractor as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any contractor awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if contractor or any of those related entities of contractor defined by Florida law are found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met. Also, if the City determines the certification is false, the City may take such further action as permitted by and pursuant to the requirements and procedures set forth in Section 287.135 Florida Statutes, including but not limited to bringing civil action with penalties, and limiting eligibility to bid on and obtain future City contracts. Accordingly, Contractor shall execute and return with its bid/response an executed copy of the City's approved Certification Regarding Scrutinized Companies Lists form. The contract shall not be awarded to Contractor if it fails to submit the certification form at the time of its bid/response submittal or within seven (7) days of the date the City requests the certification form to be submitted, if Contractor fails to return the form with its bid/response.

64.0 E-VERIFY

The contractor understands that this contract is subject to Florida Statutes, §448.095(2) and agrees to comply with the requirements of said statute. The contractor shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons performing labor or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the City reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

65.0 SUBSTANTIAL COMPLETION

As a condition of Substantial Completion, all of the following must occur:

a. All Work affecting the operability of the Project or safety has been completed in accordance with the Contract Documents;
b. If applicable, all pre-commissioning activities, including alignment, balancing, lubrication and first-fill, have been completed;
c. The Work may be operated within manufacturers' recommended limits (with all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information provided), in compliance with Applicable Laws, and without damage to the Work or to the Project;
d. Contractor has corrected all defects, deficiencies and/or discrepancies to the entire Work as identified by the City or the Consultant, and the Consultant confirms such corrections have been made in writing;

e. The most recent updated set of “as-built” drawings reflecting the progress of the Work through Substantial Completion (in native file format, such as autoCAD);
f. Any and all appurtenances, utilities, transportation arteries and other items required under the Contract Documents and necessary to serve that portion of the Work are sufficiently completed, a temporary certificate of completion or Certificate of Occupancy, as applicable, is issued for the Work for which a Certificate of Substantial Completion is being sought and/or all conditions or requirements of authorities having jurisdiction are complied with, to permit the City to utilize and occupy that portion for its intended use in accordance with the Contract Documents without material interference from any incomplete or improperly completed items of Work; and
g. With respect to any Project for which a right-of-way permit is required from the City’s Public Works Department or which includes a final lift of asphalt as part of the Work, in no event shall Substantial Completion occur prior to the final lift of asphalt and acceptance thereof by the agencies having jurisdiction (including, without limitation, the City’s Public Works Department).

66.0 FINAL COMPLETION

As a condition of Final Completion, all of the following must occur:

a. Substantial Completion of the entire Project has occurred as determined by the City Engineer;
b. The Work can be used and operated in accordance with applicable laws bearing on the performance of the Work and applicable permits;
c. All spare parts, special tools and attic stock purchased by Contractor as part of Vendor supplies shall have been delivered to City and clear of all Liens;
d. All items on the Completion List shall have been completed by Contractor to City’s satisfaction and all final inspections have been performed;
e. Contractor has satisfied the additional conditions prescribed by the City in conjunction with a certificate of Substantial Completion issued on the basis of partial completion of the Project, or a partial or temporary Certificate of Occupancy or Certificate of Completion, as applicable;
f. Contractor has delivered evidence to the City that all permits that are Contractor's responsibilities as specified under the Contract Documents have been satisfied and closed, and that a Certificate of Completion or Certificate of Occupancy (as applicable) has been issued by the authority having jurisdiction, and the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents and can be used for its intended purpose for uninterrupted operation, including, without limitation, acceptance of completed as-builts, if required by the agency having jurisdiction;
g. Contractor shall have provided to City final releases and complete and unconditional waivers of liens for all Work performed by Contractor and each subcontractor or suppliers, and a consent of surety to final payment;
h. Contractor shall have delivered to the City a certification identifying all outstanding claims (exclusive of any liens or other such encumbrances which must have

been discharged) of Contractor (and of its subcontractors, suppliers and any other party against Contractor) with written documentation reasonably sufficient to support and/or substantiate such claims;

i. Contractor shall have delivered to the City a written assignment of all warranties or guaranties which Contractor received from subcontractors or suppliers to the extent Contractor is obligated to do so;

j. Contractor shall have delivered to City a complete set of as-built documents and project records prepared in accordance with the Contract Documents;

k. Contractor has delivered to City all other submittals required by the Contract Documents, including all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information;

l. All rubbish and debris have been removed from the project site;

m. All construction aids, equipment and materials have been removed from the project site;

n. Contractor has delivered to the City all executed warranties and guarantees required by the Contract Documents, all of which shall be in the name of the City and run to the benefit of the City;

o. If applicable, certificates of insurance indicating that any insurance required of the Contractor or subcontractors by the Contract Documents shall remain in full force and effect for the required period of time;

p. Any other documentation establishing payment or satisfaction of obligations, including receipts, releases and final waivers of lien from the Contractor and all subcontractors, to the extent and in such formas may be reasonably required by the City; and

q. The City Engineer issues a determination of final acceptance of the work.

Final Completion is a condition precedent to City’s final payment to Contractor and issuance of the final certificate of payment.

END OF SECTION

DIVISION "F"

TECHNICAL SPECIFICATIONS

Please see Attachment – "Technical Specifications"



DIVISION “G”
SPECIAL CONDITIONS

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

1. JOINT PROJECT OF MELBOURNE AND COCOA

Pursuant to that certain Interlocal Agreement dated May 22, 2018 between the cities of Melbourne and Cocoa recorded in Official Records Book 8183, Page 2592 of the public records of Brevard County, Florida, this is a joint project where each city will own and maintain their respective 16-inch water transmission line constructed under this project for the benefit of their customers within their respective service areas. The City of Melbourne is responsible for contracting with the Contractor. However, the Contractor will have contractual obligations to the City of Cocoa such as bill of sale, indemnification, construction warranties, bonding and insurance requirements as set forth in the Interlocal Agreement. In addition, the Contractor shall also be required to provide periodic inspection and status reports to the City of Cocoa.

The Contractor agrees to cooperate with the City of Cocoa and understands that approvals and permitting will include the City of Cocoa and that the City of Cocoa may participate in progress meetings of the Project. The Contractor agrees that the City of Cocoa is a third party beneficiary of this Contract and that this Contract is intended to provide to the City of Cocoa those benefits afforded in the Contract to the City of Melbourne.

2. GENERAL CONTRACTOR RESPONSIBILITIES

The Owner, Engineer, or their Representatives/Agents shall not be responsible for any actions taken by the Contractor, negligence of the Contractor, and/or the failure of the Contractor to maintain safe working conditions during the Contractor's performance of the work included in this Contract.

The Contractor shall be solely responsible for the quality of work performed and the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work. Contractor shall also be responsible for insuring that the work is performed in accordance with the Contract Documents and associated permits.

3. EXISTING STRUCTURES AND UTILITIES

Locations, elevations, size, and materials of existing structures, utilities, piping, electrical equipment, etc, are not guaranteed. It shall be the Contractor's responsibility to physically locate and verify the locations of all facilities and utilities prior to starting any portion of construction. The Contractor shall immediately notify the Engineer and the City of any differing site conditions, which may affect existing or proposed utilities. Cost of locates and verification to be incidental to the project and no additional payment shall be made.

The Contractor shall be responsible for and repair all damage to pavement, concrete, buildings, telephone, or other cables and conduits, pipes, or other structures within and beyond the limits of this Contract which may be affected, whether or not shown on the Plans.

The Contractor shall be responsible for coordinating all location work with affected utilities.

4. PROTECTION OF PRIVATE PROPERTY

It shall be the Contractor's responsibility to protect private and public property. The Contractor shall notify the fire department at least seven days prior to beginning his construction operations. Private property outside the limits of construction and/or street rights-of-way that are disturbed by construction shall be restored by the Contractor to the original condition at the Contractor's expense. There shall be no extra pay for this work and the anticipated cost of the work must be included in the Contract price.

5. SAFETY

Prior to the start of construction, the Contractor shall submit to the Engineer the company's Safety Plan to include the name of the safety person responsible for implementing and overseeing the plan.

6. PERMITS

The Contractor is responsible for performing the work in accordance with the following permits:

1. **FDEP Notice of Acceptance of Use of a General Permit – Permit Number 0124889-1073-DSGP**
2. **FDEP Notice of Acceptance of Use of a General Permit – Permit Number 0088737-738-DSGP**
3. **Florida East Coast Railway – Agreement Number 174-21-0**
4. **Florida Department of Transportation – Permit Number 2019-H-590-00152**
5. **Florida Department of Transportation – Permit Number 2019-H-590-00151**
6. **U.S. Army Corps of Engineers – Permit Number SAJ-2019-01551**
7. **FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-003-EI**

8. **FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-002-EI**

9. **Unstamped Brevard County Permit Drawings**

The Contractor is responsible for obtaining all other permits required for the work. Permits shall identify the City of Melbourne and the City of Cocoa as co-permittees unless otherwise directed by the City in writing.

7. ACCESS

Driveways and parking areas to private and public property, park facilities, residences, businesses, etc., and all public street connections shall remain open except for very short periods associated with a critical, momentary point of construction operation.

DIVISION "H"
FDEP STATE REVOLVING FUND SUPPLEMENTARY CONDITIONS

Please see "Attachment – FDEP SUPPLEMENTARY CONDITIONS"

See below: DAVIS-BACON WAGE RATES

DAVIS-BACON WAGE RATES\

"General Decision Number: FL20210106 02/12/2021

Superseded General Decision Number: FL20200106

State: Florida

Construction Type: Heavy

County: Brevard County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines) (EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR

5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/12/2021

ENGI0673-013 05/01/2013

	Rates	Fringes
OPERATOR: Oiler	$ 20.36	10.85

IRON0808-008 02/03/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 28.28	14.70

* LABO0517-002 05/01/2020

	Rates	Fringes
LABORER: Grade Checker	$ 20.51	9.39

PAIN1010-011 08/01/2020

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 24.71	14.05

SUFL2009-145 06/24/2009

	Rates	Fringes
CARPENTER	$ 13.56	1.84
CEMENT MASON/CONCRETE FINISHER	$ 13.18	0.00
ELECTRICIAN	$ 16.71	3.51
LABORER: Common or General	$ 10.07	0.00
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipelayer	$ 12.09	1.85
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.88	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 13.12	2.58
OPERATOR: Bulldozer	$ 12.88	0.00
OPERATOR: Crane	$ 14.88	3.17
OPERATOR: Grader/Blade	$ 16.00	2.84
OPERATOR: Loader	$ 12.91	1.76
OPERATOR: Mechanic	$ 13.83	2.19

OPERATOR: Roller.....$ 10.50 0.00

OPERATOR: Scraper.....$ 11.00 1.74

OPERATOR: Trackhoe.....$ 20.92 5.50

OPERATOR: Tractor.....$ 10.00 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 11.07 0.00

TRUCK DRIVER: Lowboy Truck.....$ 11.00 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.21 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

APPENDIX

Please see "Attachments" for documents listed below:

PERMITS:

- FDEP Notice of Acceptance of Use of a General Permit – Permit Number 0124889-1073-DSGP
- FDEP Notice of Acceptance of Use of a General Permit – Permit Number 0088737-738-DSGP
- Florida East Coast Railway – Agreement Number 174-21-0
- Florida Department of Transportation – Permit Number 2019-H-590-00152
- Florida Department of Transportation – Permit Number 2019-H-590-00151
- U.S. Army Corps of Engineers – Permit Number SAJ-2019-01551
- FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-003-EI
- FDEP Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization – Permit Number 05-0360719-002-EI
- Unstamped Brevard County Permit Drawings

OTHER DOCUMENTS AVAILABLE FOR DOWNLOAD:

- Interlocal Agreement between City of Cocoa and City of Melbourne
- AIS-Final Guidance 3-20-14

ORIGINAL

This is a bid of:
Quality Enterprises USA, Inc.
3494 Shearwater Street
Naples, FL 34117-8414
Ph: 239-435-7200 Email: LGAUDIO@QEUSA.COM
(Contractor/Address/Phone Number/Email)

DIVISION "C"

BID FORM
(Sealed Bids in Duplicate)

TO: Honorable Mayor and City Council

Pursuant to and in compliance with your Invitation to Bid under the bid letting date to of April 26, 2021 the Instructions to Pre-Qualified Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **PINEDA CAUSEWAY WATER TRANSMISSION MAINS**, Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any, issued prior to the date of this proposal at the prices listed herein on attached sheet C2-C3. The cost of all other items not shown on sheet C2-C3 are incidental and should be included in the cost of listed items.

The bidder declares that he understands that the quantities shown on sheet C2-C3 are estimates only, and are subject to either increase or decrease; and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decrease in the quantities.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.

The undersigned agrees to start work within ten (10) calendar days after written notice to proceed and to fully complete the project within five hundred twenty (520) consecutive calendar days.

If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

City of Melbourne/City of Cocoa
Pineda Causeway Water Transmission Mains Design
Bid Proposal
January - 2021

Item No.	Description	Qty	Unit	Unit Price	Cost
	General				
1	Mobilization, Bonds, Insurance, General Conditions (8% Max)	1	LS	$ 1,564,000.00	$1,564,000.00
2	Maintenance of Traffic	1	LS	$ 226,900.00	$ 226,900.00
3	Wetland Restoration	1	LS	$ 198,000.00	$ 198,000.00
4	Tree Removal and Replacement	1	LS	$ 19,000.00	$ 19,000.00
5	Demobilization and As-Built Drawings	1	LS	$80,000.00	$ 80,000.00
				Subtotal General	**$ 2,087,900.00**
	South WTM				
6	F&I 42" Steel Casing (Surface Casing for HDD)	1,450	LF	$ 888.00	$ 1,287,600.00
7	F&I 16"Fusible PVC - DR 14 (HDD Construction)	16,000	LF	$ 470.00	$ 7,520,000.00
8	F&I 16" C-900 PVC (Open Trench Construction)	4,200	LF	$ 167.00	$ 701,400.00
9	F&I 30" Steel Casing (J&B)	350	LF	$ 1,415.00	$ 495,250.00
10	F&I 16" C-900 PVC (J&B)	350	LF	$ 200.00	$ 70,000.00
11	F&I 16" Compact DI Fittings	28,000	LB	$ 5.87	$ 164,360.00
12	F&I 16" Gate Valve with Box	10	EA	$ 9,345.00	$ 93,450.00
13	F&I 2" Combination Air/Vacuum Release Valve Assembly	4	EA	$ 4,800.00	$ 19,200.00
14	F&I 3" Combination Air/Vacuum Release Valve Assembly	6	EA	$ 10,200.00	$ 61,200.00
15	F&I 4" Combination Air/Vacuum Release Valve Assembly	3	EA	$ 15,400.00	$ 46,200.00
16	F&I Connections to Existing Melbourne Water System	1	LS	$ 40,315.00	$ 40,315.00
17	Tree Clearing and Grubbing	1	LS	$ 6,950.00	$ 6,950.00
18	Unsuitable Material Excavation	200	CY	$ 36.50	$ 7,300.00
19	Rock Excavation	50	CY	$ 181.00	$ 9,050.00
20	Select Backfill	200	CY	$ 91.00	$ 18,200.00
				Subtotal South Pipeline	**$ 10,540,475.00**

Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

	North WTM				
22	F&I 42" Steel Casing (Surface Casing for HDD)	1,200	LF	$ 888.00	$ 1,065,600.00
23	F&I 16" Fusible PVC - DR 14 (HDD Construction)	13,000	LF	$ 470.00	$ 6,110,000.00
24	F&I 16" C-900 PVC (Open Trench Construction)	5,600	LF	$ 167.00	$ 935,200.00
25	F&I 30" Steel Casing (J&B)	800	LF	$ 1,415.00	$ 1,132,000.00
Item No.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**COST**
26	F&I 16" C-900 PVC (J&B)	650	LF	$ 200.00	$ 130,000.00
27	F&I 16" DI (RR J&B)	150	LF	$ 204.00	$ 30,600.00
28	F&I 16" Compact DI Fittings	27,000	LB	$ 5.87	$ 158,490.00
29	F&I 16" Gate Valve with Box	15	EA	$ 9,345.00	$ 140,175.00
30	F&I 2" Combination Air/Vacuum Release Valve Assembly	6	EA	$ 4,800.00	$ 28,800.00
31	F&I 3" Combination Air/Vacuum Release Valve Assembly	8	EA	$ 10,200.00	$ 81,600.00
32	F&I 4" Combination Air/Vacuum Release Valve Assembly	1	EA	$ 15,400.00	$ 15,400.00
33	F&I 6" Combination Air/Vacuum Release Valve Assembly	1	EA	$ 22,300.00	$ 22,300.00
34	F&I Connections to Existing Cocoa Water System	1	LS	$ 40,315.00	$ 40,315.00
35	Tree Clearing and Grubbing	1	LS	$ 6,950.00	$ 6,950.00
36	Unsuitable Material Excavation	200	CY	$ 36.50	$ 7,300.00
37	Rock Excavation	50	CY	$ 181.00	$ 9,050.00
38	Select Backfill	200	CY	$ 91.00	$ 18,200.00
				Subtotal North Pipeline	**$ 9,931,980.00**
				Combined Total Base Bid	**$ 22,560,355.00**
	North WTM DI Alternative (Additive Cost)				
39	16" DI Potable WM: Ductile Iron (Open Trench Construction)	5,600	LF	- $ 1.21	-$ 6,776.00
				Total Base Bid Plus Alternative Additive Cost	**$ 22,553,579.00**

Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

Pay Items Notes:

1. Items not specifically listed shall be included in the base bid for completion of this project.
2. Quantities for the above-listed items are estimated for bidding purposes.
3. Payments will be made based upon installed, measured quantities.
4. No separate payment will be made for incidental work. The cost shall be included in the bid price for the above-listed items.
5. Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

Notice of award should be mailed or delivered to the undersigned at the following address:

Acknowledgment is hereby made of receipt of following addenda, if any:

No. 1 Dated 5/17/21

No. 2 Dated 5/19/21

No. 3 Dated 6/2/21

Quality Enterprises USA, Inc. (SEAL)
Company Name

3494 Shearwater Street
Address

Naples, FL 34117-8414
City, State and Zip

By: _____
Signature – **MUST BE BLUE INK**
(If Bidder is a corporation, attach evidence of authority to sign.)

Louis J. Gaudio, Vice President
Printed Name and Title

CBCA57231, CUCO57398
License Number

050997386
Data Universal Number System (DUNS) number

UNANIMOUS WRITTEN CONSENT IN LIEU OF THE
2021 ANNUAL MEETING OF THE BOARD OF DIRECTORS OF
QUALITY ENTERPRISES USA, INC.

The undersigned, being all the directors of Quality Enterprises USA, Inc. (the "Corporation"), pursuant to Virginia Code Section 13.1-685, hereby approve and consent to the following actions in lieu of the Annual Meeting of the Board of Directors:

WAIVER OF NOTICE: Execution of this Written Consent will constitute full waiver of notice of the Annual Meeting of the Board of Directors of the Corporation for the year 2021.

ELECTION OF OFFICERS: The following persons are elected to the offices following their names to serve until the expiration of their terms at the next annual meeting of the Board of Directors, or until their successors shall be duly elected and qualified:

Howard J. Murrell, Jr.	President
Louis J. Gaudio	Vice President
Allison B. Murrell	Chief Information Officer/Asst Secretary
Rachel S. Murrell	Director of Risk Management
Howard J. Murrell, III	Construction Technology Manager
Stacey L. Murrell	Secretary

WHEREAS, the Directors believe it is in the best interest of the Company to grant, without limitation, signing authority and the authority to conduct business on behalf of the Company to each of the following Officers:

Howard J. Murrell, Jr., President

WHEREAS, the Directors believe it is in the best interest of the Company to grant authority to enter into and sign contracts on behalf of the Company to each of the following Officers:

Louis J. Gaudio	Vice President
Allison B. Murrell	Chief Information Officer/Asst Secretary
Rachel S. Murrell	Director of Risk Management
Howard J. Murrell, III	Construction Technology Manager
Stacey L. Murrell	Secretary

RATIFICATION: All acts taken on behalf of the Corporation by the Corporation's officers since the last meeting of the Board of Directors are hereby ratified and approved.

MINUTES: This Unanimous Consent shall be filed with and become a part of the Minutes of the Corporation.

Effective date: January 1, 2021

1/1/21
Date signed

QUALITY
ENTERPRISES

Howard J. Murrell, Jr.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,
Quality Enterprises USA, Inc.
as Principal, (hereinafter called the "Principal"), and Fidelity and Deposit Company of Maryland
, a corporation duly organized under the laws
of the State of IL , as Surety, (hereinafter called the "Surety"), are held and firmly bound unto
City of Melbourne, Florida
as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent of Amount Bid
Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Pineda Causeway Water Transmission Mains - Project 30315

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of June A.D., 2021

Marcie Cohen
Witness

Quality Enterprises USA, Inc.
Principal
(SEAL)
Louis J. Gaudio, Vice President

Terri K. Strawhand
Witness

Fidelity and Deposit Company of Maryland
Surety
By (SEAL)
Daniel J. Grygo
Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland
Fidelity and Deposit Company of Maryland vouches that the language in the document conforms exactly to the language used in AIA Document A-310, February 1970 Edition.
BID70000ZZ0701f

Bond Number Bid Bond

Obligee City of Melbourne, Florida

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel J. Grygo**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Quality Enterprises USA, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 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.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature Louis J. Gaudio, Vice President

6/10/21
Date

FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above-mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extend Cost
A. Slope	LF	9,800	$3.50	$34,300.00
B. Trench Box	LF	1,088	$10.00	$10,880.00

Signature: _____

Date: 6/10/21

STATE OF Florida

COUNTY OF Collier

By: Quality Enterprises USA, Inc. Print Name: Louis J. Gaudio

Title: Vice President

Sworn to and subscribed before me, by (X) physical presence or (___) online notarization, this 10th day of June, 2021. S/He is personally known to me or has produced N/A - Known as identification.

_____
Notary Public

My commission expires: 2/11/22

MARCIE L. COHEN
MY COMMISSION # GG 152066
EXPIRES: February 11, 2022
Bonded Thru Notary Public Underwriters

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF)
) SS
COUNTY OF)

Louis J. Gaudio, being first dully sworn, deposes and says that:

1. He/She is Vice President of Quality Enterprises USA, Inc. the Bidder that has submitted the attached bid for "PINEDA CAUSEWAY WATER TRANSMISSION MAINS, Project No. 30315."

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, City's, agents, representatives, employees or parties of interest including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in .any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Melbourne or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, City's, employees, or parties in interest, including this affiant.

(Signed) _____
Title) Vice President

By: Quality Enterprises USA, Inc.

Print Name: Louis J. Gaudio

Sworn to and subscribed before me, by (X) physical presence or (___) online notarization, this 10th day of June, 2021. S/He is personally known to me or has produced N/A - Known as identification.

_____
Notary Public

My commission expires: 2/11/22

MARCIE L. COHEN
MY COMMISSION # GG 152066
EXPIRES: February 11, 2022
Bonded Thru Notary Public Underwriters

C7

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS (PRIME CONTRACTOR)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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 statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Louis J. Gaudio
Name

Vice President
Title

Quality Enterprises USA, Inc.
Firm

3494 Shearwater Street
Street Address

Naples, FL 34117-8414
City, State, Zip

6/10/21
Date

Contractor Signature

Pineda Causeway Water Transmission Mains
Project Name

30315
Project Number

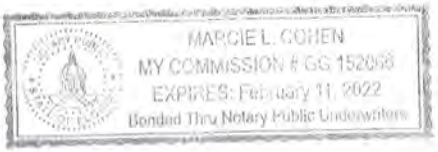
By: Quality Enterprises USA, Inc.

Print Name: Louis J. Gaudio

Sworn to and subscribed before me, by (x) physical presence or (___) online notarization, this 10th day of June, 2021. S/He is personally known to me or has produced N/A - Known as identification.

Notary Public

My commission expires: 2/11/22



C8

CERTIFICATION OF NON-SEGREGRATED FACILITIES

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that if will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this Certification is violation of the Equal Opportunity Clause of this contract.

As used in this Certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, age, national origin or physical or mental handicap, religion and sexual orientation because of habit, local custom otherwise.

Contractor further 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 award of subcontracts, that it will retain such certifications in its files.

Quality Enterprises USA, Inc.
(Contractor)

(Authorized Signature)

Vice President
(Title)

6/10/21
(Date)

By: Quality Enterprises USA, Inc.

Print Name: Louis J. Gaudio

Sworn to and subscribed before me, by (X) physical presence or (___) online notarization, this 10th day of June, 2021. S/He is personally known to me or has produced N/A - Known as identification.

Notary Public

My commission expires: 2/11/22

MARCIE L. COHEN
MY COMMISSION # GG 152066
EXPIRES: February 11, 2022
Bonded Thru Notary Public Underwriters

C9

CITY OF MELBOURNE
CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

Contractor Name: Quality Enterprises USA, Inc.

Contractor FEIN: 54-0947002

Contractor's Authorized Representative Name and Title: Louis J. Gaudio, Vice President

Address: 3494 Shearwater Street

City: Naples State: Florida Zip: 34117-8414

Phone Number: 239-435-7200

Email Address: LGAUDIO@QEUSA.COM

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are: (i) on either the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes; or (ii) engaged in business operations in Cuba or Syria as defined in Section 287.135 Florida Statutes, unless such prohibition is precluded or modified by any preemptory or controlling federal law or binding precedential case law.

As the person authorized to sign on behalf of Contractor, I hereby certify that the company identified above in the section entitled "Contractor" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I also herby certify to and confirm all related certifications set forth in General Condition 63 of the Contract Documents. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

Who is authorized to sign on behalf of the above referenced company. Quality Enterprises USA, Inc.

Authorized Signature Print Name and Title: Louis J. Gaudio, Vice President

Date: 6/10/21

CONTRACTOR'S COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS
(§448.095, Fla. Stat. – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of Melbourne to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the contractor must maintain certain required employment compliance records of subcontractors for the duration of the contract with the City of Melbourne.

Contractor Name: Quality Enterprises USA, Inc. Project Number: 30315

Contractor E-Verify Registration Number: 234219

The undersigned, on behalf of the contractor referenced above, after first being duly sworn, states as follows:

1. That said contractor understands that the contractor must comply with §448.095, Florida Statutes.
2. That the contractor uses the E-Verify system to verify the work eligibility status of employees.
3. That the contractor has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of Melbourne.
4. That the contractor will maintain affidavits of subcontractors engaged to perform work on any and all contracts with the City of Melbourne.
5. That said contractor further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of Melbourne, subjecting the contractor to liability for additional costs incurred by the City of Melbourne as a result of the termination of the contract.

FURTHER AFFIANT SAYETH NOT.

By: _____

Print Name: Louis J. Gaudio

Sworn to and subscribed before me, by (X) physical presence or (___) online notarization, this 10th day of June, 2021. S/He is personally known to me or has produced N/A - Known as identification.

_____
Notary Public

MARCIE L. COHEN
MY COMMISSION # GG 152096
EXPIRES: February 11, 2022
Bonded Thru Notary Public Underwriters

My commission expires: 2/11/22

FOR CITY USE ONLY:
Contract: _____
Date of receipt: _____

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors and omissions which may render your bid non-responsive. *Please check all appropriate boxes* and submit this page with your bid.

1. BID
   Signed by Bidder ✓

2. BID BOND
   Enclosed ✓

3. DRUG FREE WORKPLACE FORM
   Enclosed ✓
   Signed by Bidder ✓

4. TRENCH SAFETY AFFIDAVIT (if applicable)
   Enclosed ✓
   Signed by Bidder ✓
   Notarized ✓

5. COPIES OF REQUIRED LICENSE(S)
   Enclosed ✓
   Note: A Business Tax Receipt does not qualify as a license

6. LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY (Not Applicable)
   Enclosed N/A
   Signed by Bidder _____
   Notarized _____

Additional Documents:

- Non-Collusion Affidavit of Prime Bidder
- Certification regarding debarment, suspension, and other responsibility matters primarily covered transactions (prime contractor)
- Certification of non-segregates facilities.
- Certification Regarding Scrutinized Companies List
- E-Verify-Contractor's Compliance with Employment Eligibility Requirements

Enclosed ✓ Signed by Bidder ✓ Notarized ✓

TOTAL # OF PAGES IN BID SUBMITTAL 21

ATTACHMENTS TO BID

The following item(s) must be attached to the Bid Form:

-Bid Security

-Drug Free Workplace Form

-Florida Trench Safety Affidavit

-Copy of Bidder's License or Licenses

-Non-Collusion Affidavit of Prime Bidder

-Certification regarding debarment, suspension, and other responsibility matters primarily covered transactions (prime contractor)

-Certification of non-segregates facilities.

-Certification Regarding Scrutinized Companies List

-E-Verify-Contractor's Compliance with Employment Eligibility Requirements

The City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, to accept or reject any and all bids, or to abandon the Project entirely.

This subcontractor is being submitted in the event that Quality Enterprises USA, Inc. elects to do simultaneous jack and bore locations and requires additional assistance

MAJOR SUBCONTRACTOR'S PREQUALIFICATION STATEMENT

Complete one Major Subcontractor's Prequalification Statement for each Subcontractor to potentially complete a Major Work Element.

This Major Subcontractor's Prequalification Statement is applicable to the following type of work (mark all that apply to subcontractor detailed):

- ☐ Horizontal Directional Drill (HDD) Installation (Approx. 29,000 lf of 16-inch DR-14 FPVC with fusing performed by pipe supplier)
- ☐ Open Trench Installation (Approx. 10,000 lf of DR-18 PVC)
- ☒ Jack and Bore Installation (Approx. 1,100 lf (9 borings) of 30-inch steel casing with DR-18 PVC carrier pipe)

Subcontractor Name: Wakefield Road Boring, Inc
Subcontractor Mailing Address: 1012 Woodfield Circle Palm Beach Gardens, FL 33418
Subcontractor Physical Address: same
Subcontractor Telephone No.: () ~~Fax No.: ()~~ none (561)694-8996
Subcontractor's ✓ Contractor's License Number: ___ Class: ___ CUC055704
Tax ID No.: 65-0196196
Person who can respond authoritatively to any questions about this statement:
Name: ___ Title: ___ Tel.:___ Email: _____
Robert (Bobby) Wakefield, President, (561)718-4703 cell, wakefieldroadbore@aol.com

Indicate if:

- ☒ Corporation
- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Joint Venture
- ☐ Other *(Indicate)* _____

As applicable, provide copy of certificate of business registration with the State, which certificate identifies the State of registration, the date of registration, the title and names of principals. Attach additional information deemed appropriate to respond. Do not attach additional information not relevant to the response. (See attached)

1. Organization

a. How many years has organization been in business as a construction contractor? 31 years

b. How many year has organization been in business under its present business name? 31 years

c. Under what other or former names has organization operated? None

d. If organization is a corporation, please indicate:

Date of incorporation: June 1990

State of incorporation: Florida

President's name: Robert (Bobby) Wakefield

Vice President's name(s) Cherie Wakefield

Secretary's name: Cherie Wakefield

Treasurer's name: I

e. If organization is a partnership, please indicate:

Date of organization: ___

Type of partnership *(if applicable)*: ___

Name(s) of general partners: ___ N/A

___

f. If organization is a sole proprietorship, please indicate:

Date of organization: ___ N/A

Name of owner: ___

g. If the form of your organization is other than those listed above, describe it and name the principals:

N/A

h. Provide a business overview of the firm's overall staff size and key personnel with their experience and qualifications. Employees – 7

Robert Wakefield 37 years experience

i. Is the Subcontractor related to another firm as a parent, subsidiary or affiliate? Yes __ No ✓
If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

j. Identify major HDD equipment owned by Subcontractor for use on this project

Boring machines

2. <u>Judgements</u>

Has Subcontractor (including the predecessor of Subcontractor) or any officer, director or

owner thereof had any judgements entered against him or her within the past 10 years for breach of contracts for governmental or nongovernmental construction, including, but not limited to, construction, design-build or construction management? NO

If yes, provide details on any such judgement.

3. Contract Compliance

a. Has the Subcontractor (including the predecessor of Subcontractor) been found to be in substantial noncompliance with the terms and conditions of prior construction contracts with City of Melbourne? NO

If yes, provide details on any such instance.

b. Has the Subcontractor (including the predecessor of Subcontractor) been found to be in substantial noncompliance with the terms and conditions of prior construction contracts with another public body? NO

If yes, provide details on any such instance.

c. Has the Subcontractor (including the predecessor of Subcontractor) abandoned a job, been terminated, or had a performance/surety bond called to complete a job? NO

If yes, provide details on any such instance.

d. Has the Subcontractor (including the predecessor of Subcontractor) ever been subject to the withholding of liquidated damages from final payment for failure to timely complete a contract? NO

If yes, provide details on any such instance.

4. Convictions

Has the Subcontractor or any of the Subcontractor's affiliates been convicted within the past ten (10) years of a crime related to governmental or nongovernmental construction or contracting. Affiliates refers to (i) a predecessor or successor of Subcontractor under substantially the same, control; and (ii) officers, directors, executives, shareholders active in management, employees, and agents of the affiliate. NO

If yes, provide details on any such conviction.

5. **Debarment**

Is the Subcontractor or any of the Subcontractor's affiliates currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government? Affiliates refers to (i) a predecessor or successor of Subcontractor under substantially the same control; and (ii) officers, directors, executives, shareholders active in management, employees, and agents of the affiliate.

NO

If yes, provide details.

6. **References**

Subcontractor References. Provide at least three (3) references for the Subcontractor and include for each reference its name, address, telephone number, and name of contact person.

See attached

7. On a separate sheet(s), list all similar projects the Subcontractor has completed in the past eight (8) years, giving the name of project, owner, design engineer, contract amount, and date of completion.

See attached

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 20, 2021
Secretary of State
6055176575CC

DOCUMENT# L77949

Entity Name: WAKEFIELD ROAD BORING, INC.

Current Principal Place of Business:

1012 WOODFIELD CIR
PALM BCH GARDENS, FL 33418

Current Mailing Address:

1012 WOODFIELD CIR
PALM BCH GARDENS, FL 33418 US

FEI Number: 65-0196196

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HAMBY, LOUIS L., III
340 ROYAL POINCIANA PLAZA
STE. 321
PALM BEACH, FL 33480 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DP	Title	DV, DT, DS
Name	WAKEFIELD, ROBERT	Name	WAKEFIELD , CHERIE
Address	1012 WOODFIELD CIR	Address	1012 WOODFIELD CIRCLE
City-State-Zip:	PALM BCH GARDENS FL 33418	City-State-Zip:	PALM BEACH GARDENS FL 33418

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHERIE WAKEFIELD DV, DT, DS 01/20/2021

Electronic Signature of Signing Officer/Director Detail — Date

Wakefield Road Boring, Inc.
2020 Bores Completed

Customer	Steel Casing Bores	Column1	Column2
Asphalt Group, Inc.	105 l/f 24"		
	120 l/f 24"		
	150 l/f 24"		
	82 l/f 24"		
	98 l/f 24"		
	107 l/f 24"		
	107 l/f 24"		
	171 l/f 24"		
	197 l/f 24"	CONTACT: Chris Perez	(305)255-5713
	95 l/f 24"		
	95 l/f 24"		
	98 l/f 24"		
	95 l/f 24"		
	89 l/f 24"		
	186 l/f 24"		
	95 l/f 24"		
	95 l/f 24"		
	135 l/f 24"		
	95 l/f 24"		
	95 l/f 24"		
	123 l/f 24"		
	124 l/f 24"		
	121 l/f 24"		
	111 l/f 24"		
	121 l/f 24"		
Central Civil	160 l/f 24"		
Coffman & Clark Construction	40 l/f 20"		
Condotte America, Inc.	91 l/f 20"		
Giannetti Contracting Corp.	114 l/f 24"		
Halley Engineering Contractors, Inc.	118 l/f 24"	CONTACT: Alex Halley	(305)883-0055
	118 l/f 24"		
	118 l/f 24"		
	118 l/f 24"		
	110 l/f 24"		
	120 l/f 24"		
	118 l/f 24"		
	120 l/f 24"		
	126 l/f 24"		
	127 l/f 24"		
	127 l/f 24"		
	118 l/f 24"		
	115 l/f 24"		
	130 l/f 24"		
	86 l/f 18"		
	122 l/f 24"		
	125 l/f 24"		
	107 l/f 18"		
	187 l/f 24"		
	129 l/f 24"		
	190 l/f 18"		
	197 l/f 24"		
	275 l/f 42"		
Jackson Land Development. LLC	155 l/f 24"		
Key Honey Contracting, LLC	140 l/f 30"		
Panther Utilities, Inc.	80 l/f 20"		
Prince Contracting. LLC	92 l/f 30'	CONTACT: Santos Vailadolid	(954)452-1182
	93 l/f 24"		
	80 l/f 36"		
	200 l/f 36"		
	260 l/f 36"		
	147 l/f 24"		
	150 l/f 24"		
	132 l/f 30"		
The deMoya Group	106 l/f 24"		

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by City of Melbourne,
(insert the name of the Owner)
which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
ARTICLE 14 ENVIRONMENTAL COMPLIANCE
ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding $2,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official) 6/10/21 (Date)

Louis J. Gaudio, Vice President
(Name and Title of Authorized Official [Print or Type])

Quality Enterprises USA, Inc.
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

3494 Shearwater Street, Naples, FL 34117-8414, 239-435-7200
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

54-0947002
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

May 19, 2021

QUALITY ENTERPRISES USA, INC.
3494 SHEARWATER STREET
NAPLES, FLORIDA 34117

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due **4/30/2022**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DRIVEWAYS, UNDERGROUND UTILITIES (WATER, SEWER & FORCE MAIN) AND PUMP STATION.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, for

Alan Autry, Manager
Contracts Administration Office

AA:cg

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MURRELL, HOWARD J JR

QUALITY ENTERPRISES USA, INC.
3494 SHEARWATER STREET
NAPLES FL 34117

LICENSE NUMBER: CBCA57231

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MURRELL, HOWARD J JR

QUALITY ENTERPRISES USA, INC.
3494 SHEARWATER STREET
NAPLES FL 34117

LICENSE NUMBER: CUC057398

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

COLLIER COUNTY BUSINESS TAX

BUSINESS TAX NUMBER: 001263

COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertax.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2021**

LOCATION: 3494 SHEARWATER ST
ZONED: COMM/PUD
BUSINESS PHONE: 435-7200
STATE OR COUNTY LIC #: CB CA57231

LEGAL FORM
Corporation

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

QUALITY ENTERPRISES USA, INC.

MURRELL, HOWARD J JR
3494 SHEARWATER ST
NAPLES, FL 34117

31-40 EMPLOYEES
CLASSIFICATION: 05-BUILDING CONTRACTOR
CLASSIFICATION CODE: 05104801

-THIS TAX IS NON-REFUNDABLE-

DATE	07/31/2020
AMOUNT	72.00
RECEIPT	500-21-00073656

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities nor does it exempt the licensee from any other taxes or permits that may be required by law.

COLLIER COUNTY BUSINESS TAX

BUSINESS TAX NUMBER: 013830

COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertax.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2021**

LOCATION: 3494 SHEARWATER ST
ZONED: COMM/PUD
BUSINESS PHONE: 435-7200
STATE OR COUNTY LIC #: CUC 057398

LEGAL FORM
Corporation

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION.
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

QUALITY ENTERPRISES USA, INC.

MURRELL, HOWARD J JR.
3494 SHEARWATER ST
NAPLES, FL 34117

31-40 EMPLOYEES
CLASSIFICATION: UNDERGROUND UTIL/EXCAVATING CONTRACTOR
CLASSIFICATION CODE: 05102801

-THIS TAX IS NON-REFUNDABLE-

DATE	07/31/2020
AMOUNT	72.00
RECEIPT	500-21-00073656

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities nor does it exempt the licensee from any other taxes or permits that may be required by law.

REISS ENGINEERING
A CHA Company

June 11, 2021

City of Melbourne
Attention: David S. Wilkison, City Engineer
900 East Strawbridge Ave.
Melbourne, FL 32901

Subject: Pineda Causeway Water Transmission Mains, Project No. 30315

Re: RECOMMENDATION OF AWARD

Dear Mr. Wilkison:

On June 10, 2021, the City of Melbourne received sealed construction bids for the referenced project. The bid tabulation review showed Quality Enterprises USA, Inc. as the apparent low bidder with a Combined Total Base Bid of $22,560,355.00. The bid proposal of the apparent low bidder is complete and properly executed. While specific requirements must be verified by the City, we believe that this bid proposal is in conformance in all material respects to the invitation to bid and is therefore, a responsive bid.

Based on our analysis of the bid tabulation, we find that Quality Enterprises USA, Inc the lowest responsible, responsive bidder. Therefore, we recommend that the above referenced construction contract be awarded to Quality Enterprises USA, Inc. based upon the total bid proposal of $22,560,355.00.

If you have any questions or comments, please contact me at your earliest convenience.

Regards,

REISS ENGINEERING, INC.

Mark K. Worsham, P. E.

Reiss Engineering, Inc.
1016 Spring Villas Pt.
Winter Springs, FL 32708

Tel: 407.679.5358
Fax: 877.349.7146
www.reisseng.com

City's Bid Opening Sheet			City of Melbourne	
Project: PINEDA CAUSEWAY WATER TRANSMISSION MAINS			ADDENDUMS:	
Project Number: 30315			Addendum No. 1 - 5/17/2021	
Bid Opening Date and Time: THURSDAY, JUNE 10, 2021 @ 3:00 PM			Addendum No. 2 - 5/19/2021	
PROJECT MANAGER: JENNIFER SPAGNOLI			Addendum No. 3 - 6/2/2021	
Bidder:	TB LANDMARK CONSTRUCTION, INC. 11220 NEW BERLIN ROAD JACKSONVILLE, FL 32226	THE HDD COMPANY, INC. 4525 SERRANO PARKWAY SUITE 210 EL DORADO HILLS, CA 95762	DBE UTILITY SYSTEMS 13387 BRYAN ROAD LOXAHATCHEE, FL 33470	QUALITY ENTERPRISES USA, INC. 3494 SHEARWATER STREET NAPLES, FL 34117
Description	Verified	Verified	Verified	Verified
BID BOND OR SECURITY	X	X	X	X
ACKNOWLEDGED ADDENDUM	X	X	X	X
COPY OF LICENSE(S) - UNDERGROUND UTILITY OR GC	X	X	X	X
SIGNED DRUG-FREE WORKPLACE FORM	X	X	X	X
TRENCH SAFETY AFFIDAVIT	X	X	X	X
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	X	X	X	X
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	X	X	X	X
CERTIFICATION OF NON SEGREGATED FACILITIES	X	X	X	X
CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST	X	X	X	X
E-VERIFY FORM	X	X	X	X
SUBTOTAL GENERAL	$2,563,187.00	$1,932,291.00	$3,403,105.00	$2,087,900.00
SUBTOTAL SOUTH PIPELINE	$11,282,890.00	$13,248,910.00	$11,759,348.00	$10,540,475.00
SUBTOTAL NORTH PIPELINE	$10,487,256.00	$11,818,925.00	$11,254,097.00	$9,931,980.00
COMBINED TOTAL BASE BID	$24,333,333.00	$27,000,126.00	$26,416,550.00	$22,560,355.00
NORTH WTM DI ALTERNATIVE	($14,000.00)	$1,159,200.00	$224,000.00	($6,776.00)
TOTAL BASE BID PLUS ALTERNATIVE ADDITIVE COST	$24,319,333.00	$28,159,326.00	$26,640,550.00	$22,553,579.00

Memorandum

REISS ENGINEERING, INC.
1016 SPRING VILLAS PT.
WINTER SPRINGS, FLORIDA 32708
PHONE: (407) 679-5358
FAX: (407) 679-5003

To: **Jennifer Spagnoli, City of Melbourne**
Katherine Ennis; City of Cocoa

Prepared By: **Mark Worsham, Reiss Engineering**

Date: **June 15, 2021**

Re: **Pineda Causeway WTMs Construction Bid Allocation**

Jennifer/Katie,

Bids for the above referenced project were received by the City of Melbourne on June 10th, 2021. The bid tabulation sheet is attached. Quality Enterprises USA, Incorporated has been recommended for award as apparent low bidder with a total base bid of $22,560,355. Their alternative bid item for the City of Cocoa's WTM is -$6,776.

The table below shows the breakdown of Quality Enterprises USA, Incorporated's bid per responsible locality.

Bid Items	City of Melbourne Cost	City of Cocoa Cost
General (Bid Item # 1-5)	$ 1,043,950	$ 1,043,950
South WTM (Bid Item # 6-20)	$10,540,475	-----
North WTM (Bid Item # 22-25)	-----	$ 9,931,980
North WTM Alt (Bid Item # 39)	-----	-$ 6,776
Total Cost	$11,584,425	$10,969,154

*There was no Bid Item #21 on the original bid proposal sheet.

This equates to the total bid cost, including the North WTM alternative, of $22,553,579.

ORIGINAL

This is a bid of:
Quality Enterprises USA, Inc.
3494 Shearwater Street
Naples, FL 34117-8414
Ph: 239-435-7200 Email: LGAUDIO@QEUSA.COM
(Contractor/Address/Phone Number/Email)

DIVISION "C"

BID FORM
(Sealed Bids in Duplicate)

TO: Honorable Mayor and City Council

Pursuant to and in compliance with your Invitation to Bid under the bid letting date to of April 26, 2021 the Instructions to Pre-Qualified Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **PINEDA CAUSEWAY WATER TRANSMISSION MAINS**, Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any, issued prior to the date of this proposal at the prices listed herein on attached sheet C2-C3. The cost of all other items not shown on sheet C2-C3 are incidental and should be included in the cost of listed items.

The bidder declares that he understands that the quantities shown on sheet C2-C3 are estimates only, and are subject to either increase or decrease; and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decrease in the quantities.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.

The undersigned agrees to start work within ten (10) calendar days after written notice to proceed and to fully complete the project within five hundred twenty (520) consecutive calendar days.

If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

City of Melbourne/City of Cocoa
Pineda Causeway Water Transmission Mains Design
Bid Proposal
January - 2021

Item No.	Description	Qty	Unit	Unit Price	Cost
	General				
1	Mobilization, Bonds, Insurance, General Conditions (8% Max)	1	LS	$ 1,564,000.00	$1,564,000.00
2	Maintenance of Traffic	1	LS	$ 226,900.00	$ 226,900.00
3	Wetland Restoration	1	LS	$ 198,000.00	$ 198,000.00
4	Tree Removal and Replacement	1	LS	$ 19,000.00	$ 19,000.00
5	Demobilization and As-Built Drawings	1	LS	$80,000.00	$ 80,000.00
				Subtotal General	**$ 2,087,900.00**
	South WTM				
6	F&I 42" Steel Casing (Surface Casing for HDD)	1,450	LF	$ 888.00	$ 1,287,600.00
7	F&I 16"Fusible PVC - DR 14 (HDD Construction)	16,000	LF	$ 470.00	$ 7,520,000.00
8	F&I 16" C-900 PVC (Open Trench Construction)	4,200	LF	$ 167.00	$ 701,400.00
9	F&I 30" Steel Casing (J&B)	350	LF	$ 1,415.00	$ 495,250.00
10	F&I 16" C-900 PVC (J&B)	350	LF	$ 200.00	$ 70,000.00
11	F&I 16" Compact DI Fittings	28,000	LB	$ 5.87	$ 164,360.00
12	F&I 16" Gate Valve with Box	10	EA	$ 9,345.00	$ 93,450.00
13	F&I 2" Combination Air/Vacuum Release Valve Assembly	4	EA	$ 4,800.00	$ 19,200.00
14	F&I 3" Combination Air/Vacuum Release Valve Assembly	6	EA	$ 10,200.00	$ 61,200.00
15	F&I 4" Combination Air/Vacuum Release Valve Assembly	3	EA	$ 15,400.00	$ 46,200.00
16	F&I Connections to Existing Melbourne Water System	1	LS	$ 40,315.00	$ 40,315.00
17	Tree Clearing and Grubbing	1	LS	$ 6,950.00	$ 6,950.00
18	Unsuitable Material Excavation	200	CY	$ 36.50	$ 7,300.00
19	Rock Excavation	50	CY	$ 181.00	$ 9,050.00
20	Select Backfill	200	CY	$ 91.00	$ 18,200.00
				Subtotal South Pipeline	**$ 10,540,475.00**

Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

	North WTM				
22	F&I 42" Steel Casing (Surface Casing for HDD)	1,200	LF	$ 888.00	$ 1,065,600.00
23	F&I 16" Fusible PVC - DR 14 (HDD Construction)	13,000	LF	$ 470.00	$ 6,110,000.00
24	F&I 16" C-900 PVC (Open Trench Construction)	5,600	LF	$ 167.00	$ 935,200.00
25	F&I 30" Steel Casing (J&B)	800	LF	$ 1,415.00	$ 1,132,000.00
Item No.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**COST**
26	F&I 16" C-900 PVC (J&B)	650	LF	$ 200.00	$ 130,000.00
27	F&I 16" DI (RR J&B)	150	LF	$ 204.00	$ 30,600.00
28	F&I 16" Compact DI Fittings	27,000	LB	$ 5.87	$ 158,490.00
29	F&I 16" Gate Valve with Box	15	EA	$ 9,345.00	$ 140,175.00
30	F&I 2" Combination Air/Vacuum Release Valve Assembly	6	EA	$ 4,800.00	$ 28,800.00
31	F&I 3" Combination Air/Vacuum Release Valve Assembly	8	EA	$ 10,200.00	$ 81,600.00
32	F&I 4" Combination Air/Vacuum Release Valve Assembly	1	EA	$ 15,400.00	$ 15,400.00
33	F&I 6" Combination Air/Vacuum Release Valve Assembly	1	EA	$ 22,300.00	$ 22,300.00
34	F&I Connections to Existing Cocoa Water System	1	LS	$ 40,315.00	$ 40,315.00
35	Tree Clearing and Grubbing	1	LS	$ 6,950.00	$ 6,950.00
36	Unsuitable Material Excavation	200	CY	$ 36.50	$ 7,300.00
37	Rock Excavation	50	CY	$ 181.00	$ 9,050.00
38	Select Backfill	200	CY	$ 91.00	$ 18,200.00
				Subtotal North Pipeline	**$ 9,931,980.00**
				Combined Total Base Bid	**$ 22,560,355.00**
	North WTM DI Alternative (Additive Cost)				
39	16" DI Potable WM: Ductile Iron (Open Trench Construction)	5,600	LF	- $ 1.21	-$ 6,776.00
				Total Base Bid Plus Alternative Additive Cost	**$ 22,553,579.00**

Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

Pay Items Notes:

1. Items not specifically listed shall be included in the base bid for completion of this project.
2. Quantities for the above-listed items are estimated for bidding purposes.
3. Payments will be made based upon installed, measured quantities.
4. No separate payment will be made for incidental work. The cost shall be included in the bid price for the above-listed items.
5. Like items listed under "North WTM" and "South WTM" shall have the same Unit Price

Notice of award should be mailed or delivered to the undersigned at the following address:

Acknowledgment is hereby made of receipt of following addenda, if any:

No. 1 Dated 5/17/21

No. 2 Dated 5/19/21

No. 3 Dated 6/2/21

Quality Enterprises USA, Inc. (SEAL)
Company Name

3494 Shearwater Street
Address

Naples, FL 34117-8414
City, State and Zip

By: 
Signature – **MUST BE BLUE INK**
(If Bidder is a corporation, attach evidence of authority to sign.)

Louis J. Gaudio, Vice President
Printed Name and Title

CBCA57231, CUCO57398
License Number

050997386
Data Universal Number System (DUNS) number

City's Bid Opening Sheet			City of Melbourne	
Project: PINEDA CAUSEWAY WATER TRANSMISSION MAINS			ADDENDUMS:	
Project Number: 30315			Addendum No. 1 - 5/17/2021	
Bid Opening Date and Time: THURSDAY, JUNE 10, 2021 @ 3:00 PM			Addendum No. 2 - 5/19/2021	
PROJECT MANAGER: JENNIFER SPAGNOLI			Addendum No. 3 - 6/2/2021	
Bidder:	TB LANDMARK CONSTRUCTION, INC. 11220 NEW BERLIN ROAD JACKSONVILLE, FL 32226	THE HDD COMPANY, INC. 4525 SERRANO PARKWAY SUITE 210 EL DORADO HILLS, CA 95762	DBE UTILITY SYSTEMS 13387 BRYAN ROAD LOXAHATCHEE, FL 33470	QUALITY ENTERPRISES USA, INC. 3494 SHEARWATER STREET NAPLES, FL 34117
Description	Verified	Verified	Verified	Verified
BID BOND OR SECURITY	X	X	X	X
ACKNOWLEDGED ADDENDUM	X	X	X	X
COPY OF LICENSE(S) - UNDERGROUND UTILITY OR GC	X	X	X	X
SIGNED DRUG-FREE WORKPLACE FORM	X	X	X	X
TRENCH SAFETY AFFIDAVIT	X	X	X	X
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	X	X	X	X
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	X	X	X	X
CERTIFICATION OF NON SEGREGATED FACILITIES	X	X	X	X
CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST	X	X	X	X
E-VERIFY FORM	X	X	X	X
SUBTOTAL GENERAL	$2,563,187.00	$1,932,291.00	$3,403,105.00	$2,087,900.00
SUBTOTAL SOUTH PIPELINE	$11,282,890.00	$13,248,910.00	$11,759,348.00	$10,540,475.00
SUBTOTAL NORTH PIPELINE	$10,487,256.00	$11,818,925.00	$11,254,097.00	$9,931,980.00
COMBINED TOTAL BASE BID	$24,333,333.00	$27,000,126.00	$26,416,550.00	$22,560,355.00
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TOTAL BASE BID PLUS ALTERNATIVE ADDITIVE COST	$24,319,333.00	$28,159,326.00	$26,640,550.00	$22,553,579.00

City of Melbourne, Florida
Summary of Action – Regular Meeting Before City Council
July 13, 2021

A. OPENING

1. Invocation

2. Pledge of Allegiance

3. Roll Call

4. Proclamations and Presentations

5. Approval of Minutes

6. City Manager's Report

City Manager Shannon Lewis reported on city staff's work with the residents of the Alamanda Key neighborhood with regard to some of the residents' concerns about drainage and erosion on their properties. Additionally, Ms. Lewis discussed the status of the Southwest Trail project, which is currently in the public input phase, and commented on some of the correspondence that has been received to date in objection to portions of the project. She stated that the item will return to City Council in the future for further discussion following the public input phase. Finally, Ms. Lewis stated that city staff continues to work with businesses in Downtown Melbourne, Senator Debbie Mayfield and representatives from Brightline on the road closure of Melbourne Avenue.

Council Member Debbie Thomas noted that she visited with residents of Alamanda Key about their concerns and expressed her appreciation for staff looking into those concerns.

Mayor Alfrey commended city staff for their work with Brightline and Downtown Melbourne businesses.

7. Public Comments

Sandy Connor, 1074 S. Fork Circle, noted her objections to the Southwest Trail project and stated that questions that have been sent to the Engineering Department have not been responded to. She discussed the impact of the project on the neighborhood's quality of life, the importance of proper research and planning of the project, her opinion that no stakeholders in the

neighborhood were included in the planning of the project, and her views on how surrounding homeowners were provided notice of the project's public meetings.

Following discussion, Ms. Lewis indicated that staff will review Ms. Connor's questions and will follow up.

Trevor Howard, 1020 S. Fork Circle, expressed his concern with the Southwest Trail project and the individuals he has witnessed behind his home where the trail is proposed. He commented on the quality of life in the neighborhood and stated that he stands with his neighbors regarding their concerns.

B. UNFINISHED BUSINESS

8. **Ordinance No. 2021-23, Ordinance No. 2021-24 and Ordinance No. 2021-25 (Turnbaugh Dow Road Storage):** Ordinances providing for annexation, Comprehensive Plan amendment and zoning designation on 1.1± acres located on the south side of Dow Road, east of John Rodes Boulevard and west of North Drive. (Owner/Applicant/Representative: William P. Turnbaugh) (P & Z Board - 5/20/2021)

   a. **Ordinance No. 2021-23/ANNX2021-0001:** (Second Reading/Public Hearing) An ordinance providing for the annexation of 1.1 acres of real property into the City of Melbourne corporate limits. (First Reading - 6/8/2021)

   b. **Ordinance No. 2021-24/MAP2021-0003:** (Second Reading/Public Hearing) An ordinance establishing an Industrial Future Land Use. (First Reading - 6/8/2021)

   c. **Ordinance No. 2021-25/MAP2021-0004:** (Second Reading/Public Hearing) An ordinance establishing M-1 (LightIndustrial District) zoning. (First Reading - 6/8/2021)

   Approved.

9. **Ordinance No. 2021-26, Ordinance No. 2021-27 and Ordinance No. 2021-28 (123 and 145 Easy Street):** Ordinances providing for annexation, Comprehensive Plan amendment and zoning designation for the overall 0.96± acres of undeveloped property located on the westside of Easy Street, south of Aurora Road and north of Trimble Road. (Owners: Eugene D. Browning and Edmund M. Fridrich, Edmund M. Fridrich Life Estate) (Applicant: Eugene D. Browning) (P & Z Board - 5/20/2021)

a. **Ordinance No. 2021-26/ANNX2021-0002:**(Second Reading/Public Hearing) An ordinance providing for the annexation of 0.96 acres of real property into the City of Melbourne corporate limits. (First Reading - 6/8/2021)

b. **Ordinance No. 2021-27/MAP2021-0006:** (Second Reading/Public Hearing) An ordinance establishing a Low Density Residential Future Land Use. (First Reading - 6/8/2021)

c. **Ordinance No. 2021-28/MAP2021-0007:** (Second Reading/Public Hearing) An ordinance establishing R-1A (Single-Family Low Density Residential District) zoning. (First Reading - 6/8/2021)

Approved.

10. **Ordinance No. 2021-29:** (Second Reading/Public Hearing) An ordinance providing for the repeal of Chapter 46, Article Ill of the City Code entitled "Panhandling and Begging." (First Reading - 6/8/2021)

Approved.

C. NEW BUSINESS

11. Pineda Causeway 16-lnch Water Main Crossing, Project No. 30315.

a. **Resolution No. 4015:** A resolution to increase the SRF loan proceeds and appropriate the City of Cocoa's contribution.

b. Contract award for the Pineda Causeway Water Transmission Mains, Project No. 30315, Quality Enterprises USA, Inc., Naples, FL - $22,553,579.

c. Amendment No. 8 to the Professional Engineering Contact for the Pineda Causeway 16-lnch Water Transmission Mains, Project No. 30315, Reiss Engineering, Inc., Winter Springs, FL - $1,689,982.

Approved.

12. Work Order No. 21-03 for asphalt and milling for the FY21 Annual Resurfacing Program, Project No. 68021, V.A. Paving, Inc., Cocoa, FL - $3,000,000.

Approved.

13. **Ordinance No. 2021-30 (A&V No. 416):** (First Reading/Public Hearing) An ordinance vacating a portion of an unimproved right-of-way that runs along the north and east property lines of 2309 Stone Street.

    Approved. The second reading/public hearing will be advertised for the July 27, 2021 meeting.

14. Consent Agenda:

    a. Contract award for small generator maintenance and repair services, CJ's Sales and Services of Ocala, Inc., Ocala, FL - estimated annual amount of $23,638 and a total estimated contract amount of $118,190.

    b. Purchase of one replacement John Deere tractor with Tigermower attachments for the Stormwater Division, Tiger Corporation, Sioux Falls, SD - $147,829.60.

    c. First Amendment to Concessionaire Agreement for services at the Melbourne Auditorium, Paradise Center Satellite, Satellite Beach, FL.

    d. Work Order for Planning Services for the South US 1 Streetscape Project Phase 11 Conceptual Access Management Plan to S & ME, Inc. - $61,473.

    e. Agreements between the City of Melbourne and the School Board of Brevard County for use of City pools by public schools swim teams.

    f. Contract award for on-site automotive and truck parts supply store operation for the Fleet Management Division, Genuine Parts Company, dba NAPA Auto Parts, Atlanta, GA – estimated annual total of $850,000.

    g. Professional Engineering Services Selection for the Water Quality and Flow Testing and Monitoring and authorization to negotiate a contract with Geosyntec Consultants, Inc., Titusville, FL.

    h. Purchase of one replacement 100 HP Digester Blower for the DB Lee Water Reclamation Facility, TSC Jacobs North, Noblesville, IN - $83,937.

    i. **Resolution No. 4016:** A resolution appropriating $15,000 from the Federal Asset Sharing Fund for the purchase of a GPS Tracking System for traffic and high-tech pursuit management.

j. **Resolution No. 4017:** A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice, Office of Justice Programs, for 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount $50,330 for the purchase of automatic license plate readers, communication headsets, and to utilize 3% of the grant amount to fulfill the National Incident Based Reporting System (NIBRS) requirement.

Approved.

15. Items Removed from the Consent Agenda

16. Contract award for temporary staffing services, AUE Temporary Staffing, Inc., Melbourne, FL and LFI Fort Pierce dba LF Staffing, Melbourne, FL - annual estimated cost of $1,050,000.

Approved.

17. **Ordinance No. 2021-31, Extended Lodging Hotel Parking Space Size:** (First Reading/Public Hearing) An ordinance amending City Code Appendix D, Chapter 9, relating to parking space sizes for extended lodging hotel uses.

Approved. The second reading/public hearing will be advertised for the July 27, 2021 meeting.

18. **Ordinance No. 2021-32, Institutional Use Electronic/Changeable Copy Signs:** (First Reading/Public Hearing) An ordinance amending Appendix D, Chapter 11 - Signs and Advertising, Section 11.20 to allow additional signage for institutional uses.

Approved with the following amendment to the ordinance: Changeable copy ground signs adjacent to collector and local roadways may not be illuminated between the hours of ~~11:00 p.m.~~ 9:00 p.m. and 7:00 a.m.

The second reading/public hearing will be advertised for the July 27, 2021 meeting.

19. **Ordinance No. 2021-33, Water Supply Facilities Plan Amendment:** (First Reading/Public Hearing) An ordinance amending the Comprehensive Plan and updating the Water Supply Facilities Work Plan.

Approved. The second reading/public hearing will be advertised for the July 27, 2021 meeting.

20. Community Development Block Grant (CDBG) FY 2020-2021 funding and the FY 2021-2022 CDBG Action Plan (Public Hearing).

Approved.

21. HOME Investment Partnerships Program Activities FY 2021-2022 (Public Hearing).

Approved.

Council convened as the Melbourne Downtown Community Redevelopment Agency for the following item:

22. Facade reimbursement grant award of $20,000 for facade improvements at 2412 S. Harbor City Boulevard and authorization for the City Manager to execute a grant agreement. (Applicant - Harbor Edge Investors, LLC)

Approved 6-1 (Vice Mayor Tim Thomas voted nay).

Council reconvened for the remaining items.

23. **Ordinance No. 2021-34:** (First Reading) An ordinance renaming the Melbourne International Airport a/k/a the Orlando Melbourne International Airport to the Melbourne Orlando International Airport.

Approved. The second reading/public hearing will be advertised for the July 27, 2021 meeting.

24. Appointment of four members to the Planning & Zoning Board.

Council appointed alternate member Frank Schrader as a regular member; appointed Milo Zonka and Marcus Smith as regular members; and appointed James Shellenback as an alternate member.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Council Members expressed their thanks to city staff for a tremendous fireworks display on July 4 and their participation in the July 4 parade.

Vice Mayor Thomas discussed an upcoming meeting in West Palm Beach at the Brightline training yard that he will be attending with city staff. He stated that they will be looking at the crosswalk safety technology and noted that an executive summary of what was learned during the visit will be provided to Council. Additionally, he commented on a meeting between Honor America and the Veterans Memorial Center that he recently attended.

Council Member Yvonne Minus recounted multiple functions that she attended on behalf of the city since the last regular meeting. Additionally, she distributed a handout to City Council with information on Eddie Taylor, Sr. and asked Council to consider renaming the Lipscomb Street Regional Park to the Eddie Lee

Taylor, Sr. Sports Complex. Following discussion, Council Members expressed their support for moving forward with this idea after a regular meeting agenda item is scheduled.

Ms. Lewis noted that staff has Council's direction to move forward with a simple agenda item on the July 27 agenda to vote on giving staff direction to move forward with the next steps in this type of request.

E. ADJOURNMENT

The meeting adjourned at 8:48 p.m.

Budget Allocation for Pineda Causeway
Project # WS18MI

Cost	Construction	10,969,154.00
	Contingency	1,096,915.40
	SDC	808,483.00
Total Cost		**12,874,552.40**

Budget		
Reduce Project # WS16SF		(2,836,251.01)
Increase Project #WS18MI		2,836,251.01
Budgeted WS18MI		9,035,247.93
Total available in 426 Fund for WS18MI		11,871,498.94
426 Fund Budget	Construction	10,969,154.00
	Portion of Contingency	902,344.94
Total 426 Fund Budget		11,871,498.94
421 Fund Budget	Remainder of Contingency	194,570.46
	SDC	808,483.00
Total 421 Fund Budget		1,003,053.46
Total WS18MI Budget		**12,874,552.40**

Summary
All Series 2018A-1 Bond Projects

	Total Proceeds	Total Budget	Difference
Bond Proceeds	**41,472,377.00**	**41,472,377.00**	**-**
Total Bond Proceeds	**41,472,377.00**		
Project Budget FY19 Actuals	**2,442,879.07**		
Project Budget FY20	**39,029,497.93**		
Remaining Budget for future years	**-**		

Budget allocation/reallocation for Pineda project

Projects:	Total Budget	Expenditures	Encumbrances	Available Budget	
WS0501	-	-	-	-	REMOVE FY20
WS1201	-	-	-	-	REMOVE FY20
WS1309	-	-	-	-	REMOVE FY20
WS1404 CCRIP	24,565,412.00	4,469,050.37	19,349,678.97	746,682.66	
WS1431 Chase	1,250,812.00	1,250,811.71	-	0.29	C FY20
WS16MM Marlin Manor'IA1	-	-	-	-	REMOVE FY20
WS16SF	2,836,251.00	159,055.00	6,434.32	2,670,761.68	ON HOLD
WS17MI Michigan	1,066,690.00	1,066,689.06	-	0.94	C FY20
WS18AS_DG	-	-	-	-	C FY20
WS18DP	334,922.00	334,921.24	-	0.76	C FY20
WS18FB	-	-	-	-	REMOVE FY20
WS18MI Pineda	10,753,115.00	1,206,973.63	-	9,546,141.37	
WS18SW	-	-	-	-	REMOVE FY20
WS19BB	-	-	-	-	REMOVE FY20
WS19CC	-	-	-	-	REMOVE FY20
WS19FR	520,373.00	520,372.43	-	0.57	C FY20
WS19LR	56,469.00	56,468.33	-	0.67	C FY20
WS19SS	85,245.00	85,244.84	-	0.16	C FY20
Total Spent	**41,469,289.00**	**9,149,586.61**	**19,356,113.29**	**12,963,589.10**	
INVESTMENT EXPENSE 426-4010-536.31-00	3,088.00	2,516.04	-	571.96	
	41,472,377.00	**9,152,102.65**	**19,356,113.29**	**12,964,161.06**	
INTEREST EARNED	**1,078,746.75**	**-**	**-**	**1,078,746.75**	
	42,551,123.75	**9,152,102.65**	**19,356,113.29**	**14,042,907.81**	

WS19BO (Project Management) FY19		276,675.32
Included in these projects	WS1404	3,218.92
	WS1431	112,996.88
	WS18DP	20,499.88
	WS18MI	139,590.10
	WS19LR	369.54

WS19BO (Project Management) FY20		37,391.50
Included in these projects	WS1404	21,769.83
	WS1431	2,380.09
	WS16MM	53.12
	WS16SF	389.35
	WS17MI	7,936.01
	WS18DP	1,243.84
	WS18MI	417.53
	WS19FR	2,299.43
	WS19LR	357.46
	WS19SS	544.84

Expenditures: Does not include retainage — 423,869.92

	FY2019	FY2020	Total	
426-4020				
WS18SW	-	-	-	
WS19FR	-	520,372.43	520,372.43	C
	-	520,372.43	520,372.43	
426-4055				
WS0501	-	-	-	
WS1201	-	-	-	
WS1404	26,548.82	4,442,501.55	4,469,050.37	A
WS1431	933,470.95	317,340.76	1,250,811.71	C
WS16MM	10,366.64	(10,366.64)	-	R
WS16SF	-	-	-	R
WS17MI	8,568.35	1,058,120.71	1,066,689.06	C
WS18DP	169,078.64	165,842.60	334,921.24	C
WS18FB	-	-	-	R
WS18MI	1,151,304.10	55,669.53	1,206,973.63	A
WS19CC	-	-	-	R
	2,299,337.50	6,029,108.51	8,328,446.01	
426-4120				
WS16SF	107,142.67	51,912.33	159,055.00	A
WS19LR	8,806.97	47,661.36	56,468.33	C
WS19SS	12,600.00	72,644.84	85,244.84	C
	128,549.64	172,218.53	300,768.17	
426-4010-536.31-00	1,288.07	1,227.97	2,516.04	
	1,288.07	1,227.97	2,516.04	
	2,429,175.21	6,722,927.44	9,152,102.65	w/AP
	2,266,353.07	4,032,325.28	6,298,678.35	cash

	FY19	FY20	Total
426-4010-536.31-00	1,288.07	1,227.97	2,516.04
426-4020-536.63-00	-	520,372.43	520,372.43
426-4055-536.62-00	-	276,250.68	276,250.68
426-4055-536.63-00	2,299,337.50	5,716,084.64	8,015,422.14
426-4055-536.64-00	-	36,773.19	36,773.19
426-4120-536.63-00	128,549.64	172,218.53	300,768.17
	2,429,175.21	6,722,927.44	9,152,102.65

423,869.92	retainage
9,575,972.57	total with retaina
-2853424.3	less AP FY20
-423869.92	less retainage
6,298,678.35	total less AP & re
(6,296,162.31)	per bond balance
2,516.04	investment mana

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RESOLUTION NO. 2021-069

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 July, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-100-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: UT | DATE PREPARED: 07/20/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,003,054	421-0000-389.99-50		Balance Forward / Fund Bal-Approp Reserv	$ 8,567,533	$ 11,594,786	$ 12,597,840	$ 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
$ 1,003,054	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,003,054	421-4055-536.63-00	WS18MI	Infrastructure	$ 144,141	$ 1,881,545	$ 2,884,599	$ 710,891
$ 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
$ 1,003,054	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

On May 18, 2018 city council approved the joint purchasing agreement between the City of Cocoa and the City of Melbourne to share costs associated with the resiliency project adding a second transmission pipe. This BAF is to allocate funding for this Pineda Causeway project. The remainder of Contingency will be $194,571, while the services during construction will amount to $808,483. Agenda 21-449

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 07/27/21 ***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.

7/21/21 Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	7/21/21 Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'		
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2021 - 21-101

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: UT | DATE PREPARED: 07/20/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,836,252	421-0000-389.99-50	WS18MI	Balance Forward / Fund Bal-Approp Reserv	$ 8,567,533	$ 11,594,786	$ 14,431,038	$ 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
$ 2,836,252	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 2,670,762)	426-4120-536.63-00	WS16SF	Infrastructure	$ 0	$ 2,677,196	$ 6,434	$ 2,670,762
($ 165,491)	426-4120-536.63-00	WS16SF	Infrastructure	$ 0	$ 6,434	($ 159,057)	$ 0
$ 2,670,762	426-4055-536.63-00	WS18MI	Infrastructure	$ 0	$ 23,103,416	$ 25,774,178	$ 9,273,094
$ 165,491	426-4055-536.63-00	WS18MI	Infrastructure	$ 0	$ 25,780,612	$ 25,946,103	$ 9,273,094
$ 2,836,252	421-4120-536.63-00	WS16SF	Infrastructure	$ 0	$ 45,243	$ 2,881,495	$ 1
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,836,252	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

On May 18, 2018 city council approved the joint purchasing agreement between the City of Cocoa and the City of Melbourne to share costs associated with the resiliency project adding a second transmission pipe. This BAF is to allocate funding from project WS16SF to WS18MI for this Pineda Causeway project and reallocate funding for WS16SF to the 421 Fund. Agenda 21-447

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 7/27/2021 *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.

7/21/21 Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	7/21/21 Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'		
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-449

File ID:	21-449	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	06/15/2021
Subject:				**Final Action:**	

Title: To 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

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Interlocal Agreement Between the City of Cocoa and City of Melbourne.pdf, Pineda Causeway WTMs Const Phase Services Scope 6_21_21-CRRsigned.pdf, Budget Resolution FY 2021- ADA Compliant.docx, Summary of Minutes from July 13th City Council Meeting.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	kennis@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

City of Cocoa
65 Stone St
Cocoa, FL 32922

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Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

CFN 2018128507, OR BK 8183 PAGE 2592,
Recorded 06/07/2018 at 03:58 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:17

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COCOA AND CITY OF MELBOURNE

(Pineda Causeway Pipeline Project)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 22nd day of May, 2018, by and between the **CITY OF COCOA**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "Cocoa") and the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 E. Strawbridge Avenue, Melbourne, Florida 32901 (hereafter referred to as the "Melbourne") and .

W I T N E S S E T H:

WHEREAS, Melbourne is a regional public water supplier within the southern portion of Brevard County with a service area located within and outside the boundaries of the city of Melbourne, Brevard County, Florida in accordance with its home rule powers, as well as chapters 166 and 180, Florida Statutes; and

WHEREAS, Cocoa is a regional public water supplier within the central portion of Brevard County with a service area located within and outside the boundaries of the city of Cocoa, Brevard County, Florida in accordance with its home rule powers, as well as chapters 166 and 180, Florida Statutes and chapter 57-1232, Laws of Florida; and

WHEREAS, Cocoa and Melbourne have common power to provide reliable potable water for the benefit of the public within their respective service areas; and

WHEREAS, Cocoa and Melbourne each have service areas located beachside which require them to deliver potable water from the mainland across the Indian and Banana Rivers; and

WHEREAS, Cocoa and Melbourne share a need to each install a sixteen inch (16") diameter water transmission line across the Pineda Causeway to serve the beachside within their respective service areas, and to improve the reliability of their water systems; and

WHEREAS, Cocoa and Melbourne desire to cooperate and coordinate together the design, permitting and installation of their respective water lines to run parallel across the Pineda Causeway in order share common costs to make the project more cost effective and efficient as more specifically set forth under this Agreement; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 163, 166 and 180, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the public health, safety and welfare;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for Cocoa and Melbourne to cooperate and coordinate the design, permitting and installation of two (2) parallel sixteen inch (16") diameter water transmission lines across the Pineda Causeway. Upon installation, each party will own and maintain their own water transmission line for the benefit of their customers within their respective service areas.

Section 3. Water Transmission Line Project. Cocoa and Melbourne agree to cooperate and coordinate the design, permitting and installation of two (2) parallel, sixteen inch (16") diameter water transmission lines across the Pineda Causeway (hereinafter referred to as the "Project"). Each party will own and maintain one of the water transmission lines installed under this Agreement. Melbourne shall be the lead agency on all aspects of the Project, and, in its sole discretion, may provide all appropriate and necessary contractors to complete the Project. The following terms and conditions are further assented to and agreed by the parties with respect to the Project:

3.1 Plans and Permits. Melbourne will be responsible for preparing all necessary engineering plans for the design of the Project, but Cocoa will have the right to provide comments on the engineering plans before Melbourne approves the plans. The plans for the sixteen inch (16") diameter water transmission line being designed for Cocoa shall be consistent with the City of Cocoa Utilities Handbook and the specifically, the most current version of the Cocoa's Technical Provisions and Standard Detail Sheet. Cocoa's comments will be considered in good faith and shall be incorporated into the plans to the extent reasonable and necessary to comply with Cocoa's Technical Provisions and Standards. Melbourne shall also be responsible for obtaining all required federal, state and local permits for the Project, and to the extent necessary by a permitting agency governing the Project, Cocoa shall be the permittee or co-permittee for its sixteen inch (16") diameter water transmission line. The Parties anticipate the following permits may be required to complete the Project: FDEP Specific Permit Construct PWS Components; FDEP Environmental Resources Permit; FDEP Sovereign Submerged Lands Easement; USACOE General Permit SAJ-14; FDOT ROW Permit;

and Brevard County PW ROW Permit. The Parties will evenly split the cost of permitting fees incurred for any joint or consolidated permit required for both Cocoa's and Melbourne's water transmission lines, and each party will be responsible for the entire amount of any permit fee related to a permit required solely for their own respective water transmission line. Additionally, Melbourne shall ensure that all aspects of the Project shall be constructed in accordance with the plans approved and permits received pursuant to this Agreement. Prior to commencing construction on the Project, Melbourne shall provide Cocoa with a copy of a complete set of final engineering plans and permits for the Project. During the design phase of the Project, Melbourne and Cocoa reserve the right to amend the proposed size diameter of their respective water transmission line to meet their needs.

3.2 Location of Cocoa's Water Line. One (1) sixteen inch (16") diameter water transmission line shall be designed, permitted and constructed by Melbourne for Cocoa's ownership, pursuant to the engineering plans. The water transmission line will commence from Cocoa's mainland point of connection located near the intersection of Pineda Causeway and Highway U.S. 1 and shall run south along Highway U.S. 1 to and across Pineda Causeway, then north to Cocoa's point of connection located near the intersection of Pineda Causeway and Highway U.S. A1A. A location map depicting the location of the water transmission line and connection points is attached hereto and incorporated herein by reference as **EXHIBIT "A."**

3.3 Construction Management. Melbourne shall be responsible for competitively bidding and contracting with the contractor required to construct the Project and install the two water transmission lines in accordance with applicable law and Melbourne's approved competitive bidding process. Melbourne shall provide

Cocoa written notice of any such competitive bid and Cocoa shall have the right to provide comments to Melbourne regarding any competitive bid under this Agreement before any bid is awarded to a contractor by Melbourne, provided such comments are timely provided within the award schedule established by Melbourne. Further, Melbourne shall be responsible for the construction management of the Project. Melbourne shall ensure that its contractor provides Cocoa with periodic inspection and status reports as reasonably requested by Cocoa. Melbourne shall keep Cocoa apprised of the construction of the Project. Cocoa and Melbourne shall cooperate with each other with respect to the construction management of the Project, and Cocoa shall have the right to participate in all Project progress meetings. Upon completion of the Project to the satisfaction of the parties, Melbourne shall transfer, or have its contractor transfer, to Cocoa, by bill of sale, title to the water transmission line free and clear of all liens and encumbrances and provide Cocoa "as-built" drawings of said infrastructure certified by the professional engineer registered in the State of Florida who was responsible for the Project.

3.4 Construction Contracts. All contracts and subcontracts for the construction of Cocoa's water transmission line under this Agreement must include hold harmless and indemnification provisions to protect Cocoa in a form acceptable to Cocoa. The construction contractors and subcontractors must provide insurance certificates and endorsements of acceptable levels and qualities of insurance, naming Cocoa as an additional named insured, and evidence of said hold harmless and indemnity prior to commencement of work. Melbourne must submit draft contract language containing this language to Cocoa and its City Attorney to review and allow Cocoa at least seven (7) days to review and comment on the same. If Cocoa submits

comments, Melbourne shall use all reasonable efforts to incorporate Cocoa's comments into the contracts and sub-contracts as applicable. The construction contract language requirements set forth in this section will be in the bid documents prepared by Melbourne so that all bidders are apprised of this requirement prior to submitting a bid for the Project.

3.5 Ownership; Contractor Warranties. Cocoa agrees that upon completion of the construction of the Project to Cocoa's satisfaction, Cocoa shall, consistent with this Agreement, accept ownership of, and operation and maintenance responsibilities for, the sixteen inch (16") diameter water transmission line constructed in accordance with Section 3.2 of this Agreement. Melbourne shall accept ownership of and operation and maintenance responsibilities for the other sixteen inch (16") diameter water transmission line constructed under this Agreement. In addition, at such time that Cocoa accepts ownership, all construction warranties and/or performance and maintenance bonds provided by Melbourne's contractor for Cocoa's sixteen inch (16") diameter water transmission line shall be assigned and transferred to Cocoa.

3.6 Project Costs; Cocoa and Melbourne Cost-Sharing; Change Orders. Each party will be responsible for the costs associated with the design, permitting and installation (materials and labor) of their respective sixteen inch (16") diameter water transmission line. However, the parties anticipate that they will be able to identify certain common costs and other economies of scale associated with the Project during the design, permitting and construction phase of the Project that can be equally shared by the parties. As such, the parties will endeavor, to the maximum extent practical and feasible during this Project, to identify such common costs and economies of scale by mutual agreement, and said costs and economies of scale shall be reduced to writing

that will be signed by the City Managers of Melbourne and Cocoa ("Shared Cost Memo"). The Shared Cost Memo will be developed during the design phase of the Project, updated during the bidding phase, and finalized upon receiving the construction bids. Melbourne and Cocoa agree to split and pay the costs described on the Shared Cost Memo equally (50% each). Any proposed change orders for the Project must be reviewed and approved by Cocoa and Melbourne in writing. Additionally with respect to change orders, in the event the Project contractor seeks additional compensation for delays, time extensions, or some other valid reason, any such request will be handled as a contract amendment between Melbourne and the contractor via the change order process. If the requested change order requested by the contractor is specific to a portion of the Project solely related to either Melbourne or Cocoa's scope of work, then only the party, whose scope of work is affected, will pay for the change order. If the requested change order is related to the common shared portion of the Project, then Melbourne and Cocoa agree to share the cost of the change order.

3.7 Payment by Cocoa. Prior to Melbourne issuing a Notice to Proceed with the construction of the Project, Melbourne shall deliver a written invoice to Cocoa itemizing Cocoa's share of the Project costs as set forth in Section 3.6 of this Agreement. Upon delivery of the invoice, Cocoa will have five (5) business days in which to accept the invoice or identify and notify Melbourne of any discrepancies. Discrepancies will be worked out by the parties expeditiously so as not to unreasonably delay the Project schedule. Within thirty (30) days from the date that Cocoa accepts the invoice, Cocoa will issue payment to Melbourne for its share of the Project costs stated in the accepted invoice. Melbourne will retain Cocoa's payment in escrow and shall only use said payment to pay Cocoa's Project costs. During the construction phase of

the Project, Melbourne and Cocoa will jointly review any progress payment requests made by the contractor and jointly sign off on the requests prior to Melbourne making payment to the contractor. Any Cocoa funds not expended by Melbourne due to any additional Project cost savings, if any, will be returned to Cocoa within thirty days of the Project being deemed complete by the parties. Melbourne shall be responsible for paying all contractors in full. Melbourne will likewise pay its share of Project costs.

3.8 Land Interests for Cocoa Water Transmission Line. Cocoa will be responsible for acquiring any land interests necessary to install its sixteen inch (16") diameter water transmission line that may not be covered by an FDOT right-of-way permit obtained pursuant to this Agreement. However, to the extent that Cocoa's water transmission line will be installed on land controlled and owned by Melbourne, Melbourne agrees to grant to Cocoa a perpetual easement to permit Cocoa's installation, operation and maintenance of the water transmission line. Additionally, to the extent that Melbourne's water transmission line will be installed on land controlled and owned by Cocoa, Cocoa agrees to grant to Melbourne a perpetual easement to permit Melbourne's installation, operation and maintenance of the water transmission line.

Section 4. Duty to Act in Good Faith. Melbourne and Cocoa agree to proceed in good faith consistent with the terms of this Agreement. Melbourne shall proceed with the design, permitting and installation of the Project as rapidly as is practical and feasible.

Section 5. Implementation and Other Documents. To the extent that the Melbourne City Attorney and Cocoa City Attorney determine that additional documents are required to be prepared and executed in order to effectuate this Agreement, the

Melbourne City Manager and Cocoa City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement including, but not limited to, any permit applications required by any governing agency.

Section 6. Employee Status. Each party shall be responsible for their own employees, contractors and agents. Persons employed by Melbourne in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa. Persons employed by the Cocoa in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Melbourne.

Section 7. Indemnification; Attorney's Fees; Sovereign Immunity. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee, contractors or agents, except as provided by this Agreement. Each party shall bear their own attorney's fees, costs and expenses related to any litigation, suit, dispute, controversy, mediation, or proceeding appellate proceedings against the other party, arising out of, based on, or related to, this Agreement. The parties intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the parties.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

For MELBOURNE:

Public Works & Utilities Director
900 E. Strawbridge Avenue
Melbourne, Florida 32901
(321) 608-5000 (Phone)
Ralph.Reigelsperger@mlbfl.org

With copy to the City Attorney:

Alison Dawley
900 E. Strawbridge Avenue
Melbourne, Florida 32901
(321) 608-7241 (Phone)
Alison.dawley@mlbfl.org

For the COCOA:

Utilities Director
351 Shearer Blvd
Cocoa, Florida 32922
(321) 433-8701 (Phone)
jwalsh@cocoafl.org

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566 (Phone)
agarganese@orlandolaw.net

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 9. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 10. **Term; Entire Agreement.** The term of this Agreement commences on the Effective Date set forth in Section 19 of this Agreement and shall remain in effect until the Project has been completed to the satisfaction of both parties or on September 30, 2023, whichever event occurs sooner. The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 11. **Binding Effect; Waiver; Time Extensions.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

Section 12. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 13. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 14. Force Majeure. In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase "Force Majeure Event" shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes

it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

Section 15. Default and Remedy. Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided in Section 8, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any default not cured as provided herein, the non-defaulting party may seek specific performance arising from the default. However, before any litigation is filed, the parties agree to mediate the dispute involving the default in good faith. The cost of any mediator share be shared equally by the parties.

Section 16. Governing Law and Venue. The parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Brevard County. The parties hereby waive their right to a jury trial.

Section 17. Cocoa and Melbourne Potable Water Service Areas. Cocoa and Melbourne agree to respect each other's potable water service areas and further agree not to use their sixteen inch (16") diameter water transmission lines installed pursuant to this Agreement to provide water to customers located within the other party's potable water service area without the other party's prior written consent. Nothing herein is intended to modify the boundaries of Cocoa's and Melbourne's existing water service areas.

Section 18. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of Melbourne and Cocoa and no right or cause of action shall accrue to or for the benefit of anyone other than Melbourne and Cocoa. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than Melbourne and Cocoa any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Melbourne and Cocoa.

Section 19. Effective Date; Recordation. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both parties, Cocoa shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the Melbourne City Clerk at the address listed in Section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

Carie Shealy, MMC, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

As authorized for execution by the City of Cocoa City Council at its May 8 _____, 2018 regular meeting.

ATTEST:

Cathleen A. Wysor, City Clerk

CITY OF MELBOURNE, FLORIDA

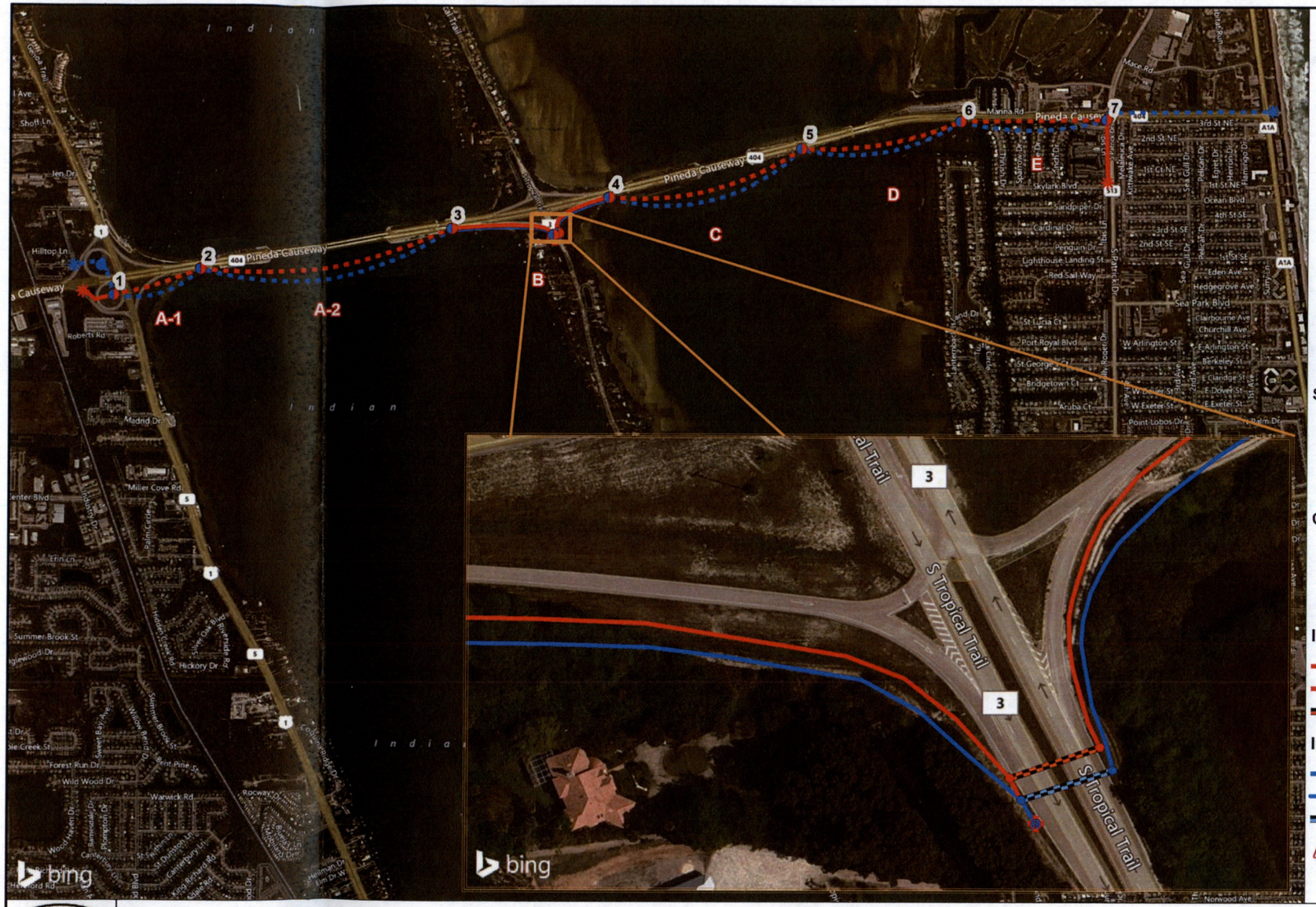
By: _____
Kathy Meehan, Mayor

As authorized for execution by the Melbourne City Council at its MAY 22 2018 _____, 2018 regular meeting.

[Intentionally left blank]

EXHIBIT "A"

Map – Proposed Location of Cocoa's Water Line



LEGEND

Sending/Recieving Pit

- Melbourne/Cocoa
- Melbourne
- Cocoa

Connection Locations

- Melbourne
- Cocoa
- Interconnect

Installation Method (Melbourne)

- Directional Drill
- Open Cut
- Jack & Bore

Installation Method (Cocoa)

- Directional Drill
- Open Cut
- Jack & Bore
- Section ID

CITY OF MELBOURNE
PINEDA CAUSEWAY WATER TRANSMISSION MAIN DESIGN
Method of Construction - Melbourne and Cocoa Combined

FIGURE 7

G:\0gis\5460 - Pineda Causeway Water Transmission Main Design_MXDs\Method of Construction Selection Figures\Method of Construction + Cocoa Pipe_V2.mxd

EXHIBIT "A"

Pineda Causeway Water Transmission Mains
Services During Construction
City Project No. 30315
Amendment #8
June 21, 2021

Owner: **City of Melbourne**
JPA Member: **City of Cocoa**
Consultant: **Reiss Engineering, Inc. (REI), a CHA Company**

I. INTRODUCTION

The City of Melbourne's and the City Cocoa's Pineda Causeway Water Transmission Mains project will include the construction of two (2) water transmission mains across the Indian River, Merritt Island, and the Banana River near the Pineda Causeway.

In January 2017, Reiss Engineering, Inc. (REI), a CHA Company, was selected to design Melbourne's water transmission main along the Pineda Causeway. In May of 2018, the City of Melbourne entered into an inter-locality Joint Purchasing Agreement (JPA) with the City of Cocoa to include a second water transmission main as part of the project. For the purposes of this scope of services, the City of Melbourne and the City of Cocoa will be referred to as Owners.

REI is currently completing 100% design efforts for the Pineda Causeway WTM project which are estimated to be completed in September 2020.

The Owners have requested that REI provide support services during construction of the projects. This Scope of Services includes services during construction associated with the two (2) Pineda Causeway Water Transmission Mains and connection piping. REI has prepared this scope of services to include construction phase services for the construction of the water transmission mains and connection piping in accordance with the associated FDEP, USACE, FDOT, FEC Railroad, and Brevard County permits and the construction Contract Documents, and for REI, the Engineer of Record, to certify the construction to permitting agencies and sign and seal Record Drawings.

This Scope of Services includes the following tasks which are described in detail below:

II. SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

The duration of construction phase services is based on a 72-week construction contract for the Pineda Causeway Water Transmission Mains. Engineer will perform the following tasks to assist the Owners during construction of Pineda Causeway Water Transmission Mains to ensure that the project was completed in general conformance with the approved construction documents. Engineer will perform the following services:

- ***Construction Administration*** *– Perform general project coordination and management activities, attend internal meetings, coordinate REI and sub-consultant staffing for individual tasks, perform administrative activities, and coordinate activities and communications with Melbourne and Cocoa City staff. Prepare and submit invoices for this assignment. Status reports will be prepared and submitted on a monthly basis to advise and highlight the overall progress of the tasks, as well as identify activities which are completed, on-going, or pending.*
- ***Conform Contract Documents*** *– Conform the contract documents prior to construction. A conformed set of documents with addendum information incorporated will be provided.*
- ***Preconstruction Conference*** *– Prepare Agenda and attend the Owners' preconstruction conference with the Contractor. The Engineer will prepare and submit meeting summary within 5 business days of the progress meeting.*
- ***Design Clarification Responses*** *– Provide technical interpretation of the drawings, specifications, and Contract Documents, and evaluate requested deviation from the approved design or specification, and issue field orders as necessary.*
- ***Submittal Review*** *– Review shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the projects and general compliance with the information given in the Contract Documents. Up to eighty (80) submittals are anticipated (including re-submittals).*
- ***RFI Responses*** *– Review and respond to requests for information (RFI) from the Contractor. Up to one hundred (100) RFIs are anticipated.*
- ***Change Orders*** *– Review and respond to proposed changes to the project.*
- ***Pay Request Review*** *– Review, recommend, and submit to the City of Melbourne and the City of Cocoa for payment the monthly pay request from the Contractor.*
- ***Construction Oversight/EOR Site Visits/Progress Meetings.*** *– Provide up to 80 hrs/month of construction oversight for 65 weeks reviewing daily drilling logs, schedules, and conformance with quality control procedures. On-site overview will include meetings with the RPR and the Contractor Superintendent to discuss drilling data, weekly schedules, material deliveries, maintenance of traffic, permit compliance, and potential issues. EOR make fifteen (15) periodic site visits to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. Coordinate, conduct, and summarize progress meetings held during the fifteen (15) periodic site visits.*
- ***Record Drawings*** *– Prepare record drawings by transcribing information provided by the Contractor. Engineer will revise original design drawings of the project and submit to the Owners within 30 working days of the final completion date, one set of drawings and an electronic file (AutoCAD) of the record drawing using information supplied by the Contractor(s), onsite representative personnel, supplier, the Owners' personnel, and other sources. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings. Record drawings will incorporate piping survey information collected during construction and a final survey of valves and ARVs after construction is complete.*

- ***Certificates of Completion*** – *Prepare certificates of completion of construction to all permitting agencies for approval.*
- ***Project Close-out*** – Make final review of construction to determine if work was completed in general conformance of the Contract Documents. Assist in negotiating the final payment for construction.

TASK 2 – RESIDENT PROJECT REPRESENTATIVE

Engineer will provide resident construction representative (RPR) services for up to 65 weeks during the construction phase of the Project to assist the Owners in observing the progress and quality of the Work.

Engineer shall perform the following:

- ***General Activities*** – Through RPR's observations of the Contractor's Work, Engineer shall endeavor to provide further protection for the Owners against defects and deficiencies in the Work. However, Engineer shall not as a result of such observations of the Contractor's Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident to the Work or any contractor's work in progress, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. RPR will also attend monthly progress meetings as scheduled.
- ***Permit Compliance*** – Through RPR's observations, Engineer shall provide monthly updates regarding compliance with permits.
- ***Construction Activity Documentation*** – RPR shall document ongoing construction activity by keeping daily construction logs of daily activities.
- ***Materials Inspections and Log*** – RPR shall inspect and keep a log for materials delivered to the site suitable for SRF compliance.

TASK 3 – STATE REVOLVING FUND COMPLIANCE

The following services required for State Revolving Fund (SRF) compliance will be provided for this Project as defined below.

- ***SRF Schedule Compliance and Communication Management*** – Monitor Contractor's construction schedule. Construction schedule (starting and completion dates) shall be kept as per FDEP SRF approval. Advise FDEP SRF Project Manager in writing of any delays and/or completion date changes. Request FDEP SRF approval for any deviation from original approval. If any point during the progress of the work, REI is of the opinion that Contract Work will not be completed on time, the Contractor will be advised in writing

with facts supporting REI's opinion. The Owners and government/funding agencies will be sent copies of this correspondence.

- ***SRF Compliance Assistance*** – Provide State Revolving Fund (SRF) compliance assistance which includes the Davis Bacon Act compliance site interviews, coordination once per quarter for up to 65 weeks, contractor payroll review, and task documentation for up to 65 weeks. These services include the following.
  - Provide compliance support for the SRF Loan for the Project.
  - Provide a monthly transmittal letter listing the SRF compliance documents submitted by the Contractor and the original documents.
  - Provide monthly submittal of weekly payroll and fringe benefit documents.
  - Labor interviews of selected Contractor and Subcontractor staff.
  - Confirming conformance with American Iron and Steel requirements.

III. COMPENSATION

For the professional services set forth in this Scope document, the Owners shall compensate Reiss Engineering, Inc. a lump sum fee for Tasks 1 through 3 on a percent completed basis as shown below.

Task	Melbourne Cost	Cocoa Cost	Total
1. CONSTRUCTION PHASE SERVICES	$ 473,483	$ 473,483	$ 946,966
2. RESIDENT PROJECT REPRESENTATIVE	$ 335,000	$ 335,000	$ 670,000
3. STATE REVOLVING FUND COMPLIANCE	$ 73,016		$ 73,016
Total Cost	$ 881,499	$ 808,483	$1,689,982

IV. SCHEDULE

The schedule for the services during construction efforts for this project is defined as 72 weeks from notice to proceed to final completion.

V. OWNERS RESPONSIBILITIES

The Owners will be responsible for the following:

1. Participating in technical reviews, meetings, workshops, and policy decisions as required.

VI. ADDITIONAL SERVICES

The following are examples of some specific additional services that may be required but are not included within this Scope of Services.

1. Easement acquisition services or construction staging area coordination.

2. Contractor selection or additional contract administration services.
3. Construction phase related services that result from a delay in completing construction by the Contractor.
4. Additional copies of the construction documents to the Owners in excess of those specified herein or additional expenses (if authorized by the Owners)
5. Resident Project Representative (RPR) services or periodic site visits in excess of times specified herein.
6. SRF compliance services in excess of times specified herein.
7. Construction surveying/staking.
8. Re-design or re-permitting efforts (including associated permitting fees).
9. Services during construction past the assumed construction duration or in excess

These and other services can be provided, if desired by the Owners, under separate Scope of Service(s) or by an amendment to this Scope of Services.

VII. ACCEPTANCE

This amendment shall become part of the Agreement upon execution of both parties.

CITY OF MELBOURNE, FLORIDA Acting by and through its City Council	REISS ENGINEERING, INC.
By:_____ Shannon M. Lewis, City Manager	By:_____ C. Robert Reiss, Ph.D., P.E., President
Date: _____	Date: 6/28/2021

RESOLUTION NO. 2021-070

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 July, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Melbourne, Florida
Summary of Action – Regular Meeting Before City Council
July 13, 2021

A. OPENING

1. Invocation

2. Pledge of Allegiance

3. Roll Call

4. Proclamations and Presentations

5. Approval of Minutes

6. City Manager's Report

City Manager Shannon Lewis reported on city staff's work with the residents of the Alamanda Key neighborhood with regard to some of the residents' concerns about drainage and erosion on their properties. Additionally, Ms. Lewis discussed the status of the Southwest Trail project, which is currently in the public input phase, and commented on some of the correspondence that has been received to date in objection to portions of the project. She stated that the item will return to City Council in the future for further discussion following the public input phase. Finally, Ms. Lewis stated that city staff continues to work with businesses in Downtown Melbourne, Senator Debbie Mayfield and representatives from Brightline on the road closure of Melbourne Avenue.

Council Member Debbie Thomas noted that she visited with residents of Alamanda Key about their concerns and expressed her appreciation for staff looking into those concerns.

Mayor Alfrey commended city staff for their work with Brightline and Downtown Melbourne businesses.

7. Public Comments

Sandy Connor, 1074 S. Fork Circle, noted her objections to the Southwest Trail project and stated that questions that have been sent to the Engineering Department have not been responded to. She discussed the impact of the project on the neighborhood's quality of life, the importance of proper research and planning of the project, her opinion that no stakeholders in the

neighborhood were included in the planning of the project, and her views on how surrounding homeowners were provided notice of the project's public meetings.

Following discussion, Ms. Lewis indicated that staff will review Ms. Connor's questions and will follow up.

Trevor Howard, 1020 S. Fork Circle, expressed his concern with the Southwest Trail project and the individuals he has witnessed behind his home where the trail is proposed. He commented on the quality of life in the neighborhood and stated that he stands with his neighbors regarding their concerns.

B. UNFINISHED BUSINESS

8. **Ordinance No. 2021-23, Ordinance No. 2021-24 and Ordinance No. 2021-25 (Turnbaugh Dow Road Storage):** Ordinances providing for annexation, Comprehensive Plan amendment and zoning designation on 1.1± acres located on the south side of Dow Road, east of John Rodes Boulevard and west of North Drive. (Owner/Applicant/Representative: William P. Turnbaugh) (P & Z Board - 5/20/2021)

   a. **Ordinance No. 2021-23/ANNX2021-0001:** (Second Reading/Public Hearing) An ordinance providing for the annexation of 1.1 acres of real property into the City of Melbourne corporate limits. (First Reading - 6/8/2021)

   b. **Ordinance No. 2021-24/MAP2021-0003:** (Second Reading/Public Hearing) An ordinance establishing an Industrial Future Land Use. (First Reading - 6/8/2021)

   c. **Ordinance No. 2021-25/MAP2021-0004:** (Second Reading/Public Hearing) An ordinance establishing M-1 (LightIndustrial District) zoning. (First Reading - 6/8/2021)

   Approved.

9. **Ordinance No. 2021-26, Ordinance No. 2021-27 and Ordinance No. 2021-28 (123 and 145 Easy Street):** Ordinances providing for annexation, Comprehensive Plan amendment and zoning designation for the overall 0.96± acres of undeveloped property located on the westside of Easy Street, south of Aurora Road and north of Trimble Road. (Owners: Eugene D. Browning and Edmund M. Fridrich, Edmund M. Fridrich Life Estate) (Applicant: Eugene D. Browning) (P & Z Board - 5/20/2021)

a. **Ordinance No. 2021-26/ANNX2021-0002:**(Second Reading/Public Hearing) An ordinance providing for the annexation of 0.96 acres of real property into the City of Melbourne corporate limits. (First Reading - 6/8/2021)

b. **Ordinance No. 2021-27/MAP2021-0006:** (Second Reading/Public Hearing) An ordinance establishing a Low Density Residential Future Land Use. (First Reading - 6/8/2021)

c. **Ordinance No. 2021-28/MAP2021-0007:** (Second Reading/Public Hearing) An ordinance establishing R-1A (Single-Family Low Density Residential District) zoning. (First Reading - 6/8/2021)

Approved.

10. **Ordinance No. 2021-29:** (Second Reading/Public Hearing) An ordinance providing for the repeal of Chapter 46, Article Ill of the City Code entitled "Panhandling and Begging." (First Reading - 6/8/2021)

Approved.

C. NEW BUSINESS

11. Pineda Causeway 16-lnch Water Main Crossing, Project No. 30315.

a. **Resolution No. 4015:** A resolution to increase the SRF loan proceeds and appropriate the City of Cocoa's contribution.

b. Contract award for the Pineda Causeway Water Transmission Mains, Project No. 30315, Quality Enterprises USA, Inc., Naples, FL - $22,553,579.

c. Amendment No. 8 to the Professional Engineering Contact for the Pineda Causeway 16-lnch Water Transmission Mains, Project No. 30315, Reiss Engineering, Inc., Winter Springs, FL - $1,689,982.

Approved.

12. Work Order No. 21-03 for asphalt and milling for the FY21 Annual Resurfacing Program, Project No. 68021, V.A. Paving, Inc., Cocoa, FL - $3,000,000.

Approved.

13. **Ordinance No. 2021-30 (A&V No. 416):** (First Reading/Public Hearing) An ordinance vacating a portion of an unimproved right-of-way that runs along the north and east property lines of 2309 Stone Street.

    Approved. The second reading/public hearing will be advertised for the July 27, 2021 meeting.

14. Consent Agenda:

    a. Contract award for small generator maintenance and repair services, CJ's Sales and Services of Ocala, Inc., Ocala, FL - estimated annual amount of $23,638 and a total estimated contract amount of $118,190.

    b. Purchase of one replacement John Deere tractor with Tigermower attachments for the Stormwater Division, Tiger Corporation, Sioux Falls, SD - $147,829.60.

    c. First Amendment to Concessionaire Agreement for services at the Melbourne Auditorium, Paradise Center Satellite, Satellite Beach, FL.

    d. Work Order for Planning Services for the South US 1 Streetscape Project Phase 11 Conceptual Access Management Plan to S & ME, Inc. - $61,473.

    e. Agreements between the City of Melbourne and the School Board of Brevard County for use of City pools by public schools swim teams.

    f. Contract award for on-site automotive and truck parts supply store operation for the Fleet Management Division, Genuine Parts Company, dba NAPA Auto Parts, Atlanta, GA – estimated annual total of $850,000.

    g. Professional Engineering Services Selection for the Water Quality and Flow Testing and Monitoring and authorization to negotiate a contract with Geosyntec Consultants, Inc., Titusville, FL.

    h. Purchase of one replacement 100 HP Digester Blower for the DB Lee Water Reclamation Facility, TSC Jacobs North, Noblesville, IN - $83,937.

    i. **Resolution No. 4016:** A resolution appropriating $15,000 from the Federal Asset Sharing Fund for the purchase of a GPS Tracking System for traffic and high-tech pursuit management.

j. **Resolution No. 4017:** A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice, Office of Justice Programs, for 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount $50,330 for the purchase of automatic license plate readers, communication headsets, and to utilize 3% of the grant amount to fulfill the National Incident Based Reporting System (NIBRS) requirement.

Approved.

15. Items Removed from the Consent Agenda

16. Contract award for temporary staffing services, AUE Temporary Staffing, Inc., Melbourne, FL and LFI Fort Pierce dba LF Staffing, Melbourne, FL - annual estimated cost of $1,050,000.

Approved.

17. **Ordinance No. 2021-31, Extended Lodging Hotel Parking Space Size:** (First Reading/Public Hearing) An ordinance amending City Code Appendix D, Chapter 9, relating to parking space sizes for extended lodging hotel uses.

Approved. The second reading/public hearing will be advertised for the July 27, 2021 meeting.

18. **Ordinance No. 2021-32, Institutional Use Electronic/Changeable Copy Signs:** (First Reading/Public Hearing) An ordinance amending Appendix D, Chapter 11 - Signs and Advertising, Section 11.20 to allow additional signage for institutional uses.

Approved with the following amendment to the ordinance: Changeable copy ground signs adjacent to collector and local roadways may not be illuminated between the hours of ~~11:00 p.m.~~ 9:00 p.m. and 7:00 a.m.

The second reading/public hearing will be advertised for the July 27, 2021 meeting.

19. **Ordinance No. 2021-33, Water Supply Facilities Plan Amendment:** (First Reading/Public Hearing) An ordinance amending the Comprehensive Plan and updating the Water Supply Facilities Work Plan.

Approved. The second reading/public hearing will be advertised for the July 27, 2021 meeting.

20. Community Development Block Grant (CDBG) FY 2020-2021 funding and the FY 2021-2022 CDBG Action Plan (Public Hearing).

Approved.

21. HOME Investment Partnerships Program Activities FY 2021-2022 (Public Hearing).

Approved.

Council convened as the Melbourne Downtown Community Redevelopment Agency for the following item:

22. Facade reimbursement grant award of $20,000 for facade improvements at 2412 S. Harbor City Boulevard and authorization for the City Manager to execute a grant agreement. (Applicant - Harbor Edge Investors, LLC)

Approved 6-1 (Vice Mayor Tim Thomas voted nay).

Council reconvened for the remaining items.

23. **Ordinance No. 2021-34:** (First Reading) An ordinance renaming the Melbourne International Airport a/k/a the Orlando Melbourne International Airport to the Melbourne Orlando International Airport.

Approved. The second reading/public hearing will be advertised for the July 27, 2021 meeting.

24. Appointment of four members to the Planning & Zoning Board.

Council appointed alternate member Frank Schrader as a regular member; appointed Milo Zonka and Marcus Smith as regular members; and appointed James Shellenback as an alternate member.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Council Members expressed their thanks to city staff for a tremendous fireworks display on July 4 and their participation in the July 4 parade.

Vice Mayor Thomas discussed an upcoming meeting in West Palm Beach at the Brightline training yard that he will be attending with city staff. He stated that they will be looking at the crosswalk safety technology and noted that an executive summary of what was learned during the visit will be provided to Council. Additionally, he commented on a meeting between Honor America and the Veterans Memorial Center that he recently attended.

Council Member Yvonne Minus recounted multiple functions that she attended on behalf of the city since the last regular meeting. Additionally, she distributed a handout to City Council with information on Eddie Taylor, Sr. and asked Council to consider renaming the Lipscomb Street Regional Park to the Eddie Lee

Taylor, Sr. Sports Complex. Following discussion, Council Members expressed their support for moving forward with this idea after a regular meeting agenda item is scheduled.

Ms. Lewis noted that staff has Council's direction to move forward with a simple agenda item on the July 27 agenda to vote on giving staff direction to move forward with the next steps in this type of request.

E. ADJOURNMENT

The meeting adjourned at 8:48 p.m.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-468

File ID:	21-468	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	06/24/2021
Subject:				**Final Action:**	

Title: To 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

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Proposal-203436-CO-1-FL-Cocoa-Sulfuraetor Caps Rehab.pdf, Vortex_Quote_agenda.pdf, Budget Resolution 7.27.21.docx, BAF 21-090-A-UT-Protection of Sulfuraetor Tanks (7-27-21) Agenda 21-468.pdf, Amendment 1 contract extension TP07-18-Vortex Services LLC.pdf, PO# 78016.pdf, Vortex Services COI EXP 12.11.21.pdf, Resolution 2021-065 Contingency Vortex.doc	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sweston@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

To:	City of Cocoa	**Contact:**	Chris Collier
Address:	65 Stone Street Cocoa, FL 32922	**Phone:**	(321) 433-8633
		Email:	Ccollier@cocoafl.org
Project Name:	FL - Cocoa - Sulfurator Caps Rehab + I Prime (CO-1)	**Bid Number:**	203436 - CO-1
Project Location:	Cocoa, FL	**Bid Date:**	6/10/2021

HGAC Proposal (Contract TP07-18): Coating of WTP Sulfureators

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CO-1 : WTP Sulfureator #1 & 2					
G62	WTP EXT. Ring– Composite System 1" Cementitious (QM1S) - WTP Sulfureator #1 & 2	830.00	SF	$55.00	$45,650.00
G63	WTP EXT. Ring – Composite System – Each Additional 1/2" Cementitious Liner - WTP Sulfureator #1 & 2	830.00	SF	$10.00	$8,300.00
				Total Price for above CO-1 : WTP Sulfureator #1 & 2 Items:	**$53,950.00**

Total Bid Price: $53,950.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Bhaumi Chaurasia
(740) 707-1991 bchaurasia@vortexcompanies.com

March 25, 2021

Chris Collier
City of Cocoa
155 N. Wilson Ave.
Cocoa, FL 32922

HGAC Proposal (Contract TP07-18): Coating of WTP Sulfureators R2

Vortex Services, LLC is pleased to offer the following proposal through HGAC to provide rehabilitation services of the existing WTP Sulfureators. Our proposal is based upon correspondence with your team via email, phone and site visits. This proposal includes providing labor, material, supervision, and equipment necessary to complete the scope of work detailed below.

WTP Sulfureator #1

Item No.	Description	Qty	Unit	Unit Price	Total
P. Crew Travel & Mobilization					
P35	Travel & Mobilization – Florida	1	EA	$ 30,000.00	$ 30,000.00
G. Manhole and Structure Rehabilitation					
G62	WTP Structure Rehab – Composite System 1" Cementitious + 125 mils Epoxy / Polyurea	805	SQ FT	$ 55.00	$ 44,275.00
G63	WTP Structure Rehab – Composite System – each additional ½" Cementitious liner	3,220	SQ FT	$ 10.00	$ 32,200.00
				TOTAL = $ 106,475.00	

WTP Sulfureator #2

Item No.	Description	Qty	Unit	Unit Price	Total
P. Crew Travel & Mobilization					
P35	Travel & Mobilization – Florida	1	EA	$ 15,000.00	$ 15,000.00
G. Manhole and Structure Rehabilitation					
G62	WTP Structure Rehab – Composite System 1" Cementitious + 125 mils Epoxy / Polyurea	805	SQ FT	$ 55.00	$ 44,275.00

G63	WTP Structure Rehab – Composite System – each additional ½" Cementitious liner	3,220	SQ FT	$ 10.00	$ 32,200.00
					TOTAL = $ 91,475.00

Scope of work **INCLUDED** within the per SQFT price are as follows:

- Surface Cleaning and Preparation
- Application of up to 3" of QM1's – a single component, high-strength cement mortar
- Application of 125 mils of Quadex protective primer and topcoats (see accompanied TDS)

Pricing does **NOT INCLUDE** the cost for the following:

- Furnishing bid, performance, or payment bonds – if required, add 1.5% to overall contract value
- Bypass pumping or dewatering
- Traffic control or MOT
- Debris removal and/or disposal
- Non-weather related delays or delays outside of Vortex's control
- Cementitious build back of the existing substrate beyond 3". If required, this will be at an additional cost of $10.00 sqft
- Pressure grouting
- Site clearing, excavation or restoration
- Permits or fees

General Notes & Conditions:

- Customer to provide access for equipment within 50ft of structures
- Site access to be determined by physical inspection
- Customer to provide access to potable water supply
- Pricing valid for 60 days
- Pricing based on 12hr workday/6 day work week
- Vortex reserves the right to adjust our pricing should the scope decrease
- Quantities are subject to field verification and will be invoiced upon actuals

Thank you for the opportunity to offer you this proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Ryan Graham
Vortex Services, LLC
C: (281) 639-3237
rgraham@vortexcompanies.com

RESOLUTION NO. 2021-064

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 July, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-090-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT

REQUESTING DEPARTMENT #: UT/Dyal 4020 DATE PREPARED: 06/25/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 34,155	424-0000-381.91-21		Transfer from 421	$ 11,484,879	$ 11,837,828	$ 11,871,983	$ 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
$ 34,155	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 34,155	421-4010-581.91-24		Transfer to 424	$ 11,484,879	$ 11,924,110	$ 11,958,265	$ 439,231
($ 34,155)	421-4020-536.43-00		Electric/Water/Sewer	$ 1,969,880	$ 1,870,762	$ 1,836,607	$ 336,701
$ 34,155	424-4020-536.63-00	WS21WS	Infrastructure	$ 1,600,000	$ 2,012,202	$ 2,046,357	$ 1,145,397
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 34,155	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Vortex and Titan Industrial Services came out to conduct a site visit at the Sulfuraetor tanks located at Wewahotee. After examining the current conditions of the Sulfuraetor tanks, Vortex concluded that additional cement mortar and a cementitious liner was needed because the degradation was worse than first thought. The additional products are needed, which requires the BAF/Change Order, to ensure that the existing concrete structures of the tank are properly protected and to prevent further degradation. Agenda Item 21-468

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 07/27/21 ***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.

6/25/21	Sean McFarland Digitally signed by Sean McFarland Date: 2021.06.25 10:48:32 -04'00'	6/28/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.06.28 09:56:34 -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: 2021.06.25 12:29:31 -04'00'	7/9/21	Lora Howell Digitally signed by Lora Howell Date: 2021.07.09 16:28:01 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/18/20 - IT

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

SERVICE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
78016
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9563
VENDOR FAX NO.: 803-493-7034
VENDOR PH NO.: 813-626-0700

DATE
DATE REQUIRED 9/06/2021
9/30/2021

VORTEX SERVICES, LLC
5910 HARTFORD ST
TAMPA FL 33619

DELIVER TO:

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # F.O.B.
CS 0000042724
SWESTON/TD/4020

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	106475.00	SUM	WTP SULFUREATOR #1 Item P35 - Travel & Mobilization - Florida $30,000.00 Item G62 - WTP Structure Rehab - Composite System 1" Cementitious + 125 mils Epoxy/Polyurea - 805 sq. ft x $55.00 = $44,275.00 Item G63 - WTP Structure Rehab - Composite System each additional 1/2" Cementitious liner - 3220 sq. ft. x $10.00 = $32,200.00 Cooperative Purchase Agreement utilizing Houston-Galveston Area Council National Cooperative Purchasing Contract 018-00382 Effective July 1, 2018 through June 30, 2021. Automatically renewable annually for each succeeding fiscal year. Approved by Council on April 27th, 2021. Agenda item 21-270. Journal V.8	1.0000	106475.00
2	91475.00	SUM	WTP SULFUREATOR #2 Item # P35 - Travel & Mobilization - Florida - $15,000.00 Item #G62 - WTP Structure Rehab - Composite Syste 1" Cementitious + 125	1.0000	91475.00

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

SEE TABLE
4244020536300
CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

PURCHASE ORDER

CITY OF COCOA

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
78016
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 9563
VENDOR FAX NO.: 803-493-7034
VENDOR PH NO.: 813-626-0700

DATE
DATE REQUIRED 9/06/2021
9/30/2021

DELIVER TO:

VORTEX SERVICES, LLC

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
2			WTP SULFUREATOR #2 mils Epoxy/Polyurea - 805 sq. ft. x $55.00 = $44,275.00 Item #G63 - WTP Structure Rehab - Composite System each additional 1/2" Cementitious liner - 3220 sq. ft. x $10.00 = $32,200.00		
				TOTAL	197950.00

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

SEE TABLE
42440205366300
CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

CERTIFICATE OF LIABILITY INSURANCE

12/11/2021 | DATE (MM/DD/YYYY) 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:
INSURED 1406282 Vortex Services, LLC (See Attached Named Insured Schedule) 18150 Imperial Valley Dr. Houston TX 77060	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 :

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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 5597237-02	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ 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 AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 5616707-02	12/11/2020	12/11/2021	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	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

RESOLUTION NO. 2021-065

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 SERVICES TO THE EXISTING SULFURAETORS AT THE WEWAHOOTEE WATER TREATMENT PLANT; PROJECT NO. WS21WS, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE TEN 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 April 27, 2021, the City Council authorized the City Manager to proceed with the Rehabilitation Services to the Existing Sulfureators at the Wewahootee WTP, Project No. WS21WS, 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 Services to the Existing Sulfureators at the Wewahootee WTP, Project No. WS21WS, provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $197,950 and allows for a 10% contingency in the amount of $19,795 set aside for possible change orders, plus an additional $34,159 contingency price for a total of $251,904 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 July 27, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-474

File ID:	21-474	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	06/29/2021
Subject:				**Final Action:**	

Title: To Approve a Resolution Amending the FY2021 Budget to Reallocate Funds to Purchase a Replacement HVAC unit from Trane, BAF #21-091-T

Internal Notes:

Sponsors:

Enactment Date:

Attachments: Budget Resolution FY 2021- ADA Compliant.docx, BAF 21-091-T-UT-New AC Unit (7-27-21) Agenda 21-474.pdf, 15-JLP-023_Renewal__1.pdf, 15-JLP-023_Trane_RL2_2019-08-19.pdf, FULLY EXECUTED Standard Form for New Piggyback Contract No. 15-JLP-023 (TRANE).pdf, FULLY EXECUTED_Service Maintenance Agreement (TRANE).pdf, Master_Agreement_Trane.pdf, P21_Price_Reference.pdf, Pricing_Clarification.pdf, U_S_Communities-08082017073431__1_.pdf, Trane COI exp. 4.17.2022.pdf, Dyal Water Treatment Plant Building 9 Split System Replacements 0712.pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter: sweston@cocoafl.org

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2021-066

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 July, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-091-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: UT/Dyal 4020 DATE PREPARED: 06/29/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 25,344)	421-4020-536.46-02		Repairs/Maint Building	$ 300,000	$ 203,710	$ 178,366	$ 197,888
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 25,344)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,344	421-4020-536.64-00	CA2102	Machinery & Equipment	$ 0	$ 255,661	$ 281,005	$ 1
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 25,344	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The replacement of this A/C is considered a capital expenditure. The current balance in the 64-00 account does not have adequate funds to purchase the replacement A/C unit along with the installation cost. Money is being transfered from the 46-02 account to cover the cost associated with the new A/C unit. Agenda 21-474.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/27/21 *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.

6/29/21	Sean McFarland Digitally signed by Sean McFarland Date: 2021.06.29 09:43:01 -04'00'	6/29/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.06.29 13:41:07 -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: 2021.06.29 10:24:42 -04'00'	7/13/21	Lora Howell Digitally signed by Lora Howell Date: 2021.07.13 13:18:16 -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 #: _____

Revised 07/13

Revised eform 9/18/20 - IT

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Bobbie Wilkerson, Supervisor of Purchasing
410-638-4083, Bobbie. Tolston-Wilkerson@hcps.org

RFP #15-JLP-023 RENEWAL #1
October 1, 2018 – September 30, 2020

This contract renewal is made and entered into this 2 day of APRIL (BW), 2018, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beaty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2018;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the first option to renew this contract for two (2) year for the time period from October 1, 2018 through September 30, 2020.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is one additional possible renewal remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: _____
Signature

Name: Bobbie Wilkerson, CPPO, CPPB

Title: Supervisor of Purchasing

Date: 4/2/2018

TRANE

By: _____
Signature

Name: ALAN L. FULLERTON

Title: VICE PRESIDENT, SALES TRANE

Date: 4/3/18

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Sean W. Bulson, Ed.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

RFP #15-JLP-023 RENEWAL #2
October 1, 2020 – September 30, 2022

This contract renewal is made and entered into this 19th day of August, 2019, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beaty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2020;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the second and final option to renew this contract for two (2) year for the time period from October 1, 2020 through September 30, 2022.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is no renewals remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Bobbie Wilkerson
Signature

Name: Bobbie Wilkerson, CPPO, CPPB

Title: Supervisor of Purchasing

Date: 8/19/2019

TRANE

By: Alan L Fullerton
Signature

Name: Alan L. Fullerton

Title: Vice President - Sales

Date: 8/15/19

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **TRANE US.** (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 HARFORD COUNTY PUBLIC SCHOOLS, MD , said contract being identified as: Contract No RFP 15-JLP-023, HVAC products, installation, services and related products and services in accordance with the original scope, terms and conditions of RFP 15-JLP-023, addenda, amendments, appendices and related correspondence. (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:

The initial term of this piggyback made by and between the City of Cocoa and TRANE US, shall follow suite with the original terms, conditions and pricing as the Master Purchase Agreement with Harford County Schools. This multi-year agreement shall become effective upon the latest signature between mutual parties and will expire on 30 September 2022 with no renewals remaining.

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.

Trane U.S. Inc.

Entered this _____ day of _____

Karin Cree, Sr. Contract Manager

(Print Name / Title)

* Karin Cree

(Signature)

11/09/2020

(Date)

*NOTE: Subject to the U.S. Communities Contract # 15-JLP-023 and Trane's Terms and Conditions as referenced in Trane Proposal dated 11/02/2020.

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: _____ City Clerk

City of Cocoa CORPORATE SEAL FLORIDA

TRANE

HVAC SYSTEM

SCHEDULED SERVICE AGREEMENT 2020



Trane Office
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Company Name
Dyal Water Treatment Plant
28400 State Road 520
Christmas, FL 32709

Trane Representative
Jason Aki
Account Manager – Team Leader
Cell: (321) 228-8865
Office: (407) 660-1111
jtaki@trane.com

Attention
Tim Dyar
Chief of Maintenance
Cell: (321) 698-1707
tdyar@cocoafl.org

Proposal ID
2914600

Telephone Number for Service
(407) 660-1111

OMNIA Partners Proposal #42-129406-20-001

OMNIA Partners / Trane Contract #15-JLP-023

November 17, 2020

Ingersoll Rand



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** provides an integrated approach to planned maintenance for your HVAC equipment and building automation system (BAS). It is an effective service strategy. After all, both systems must work together to your building comfortable and energy efficient.

Under this combined service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Our local factory trained technicians keep your HVAC and BAS running efficiently and reliability, as two interdependent systems.

As an HVAC and systems service provider, Trane offers many advantages:

- Confidence that your HVAC equipment and BAS are being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. *(FEMP) O&M Guide 2010*

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



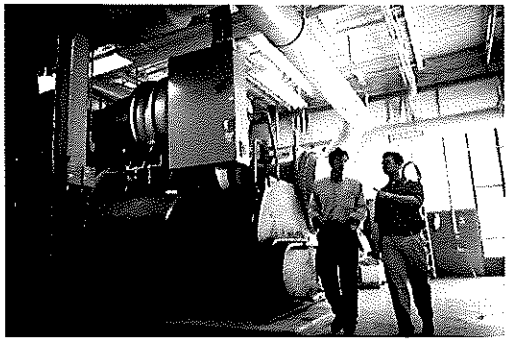
SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS.

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.



Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

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TRANE



REFRIGERANT MANAGEMENT



US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** **This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.**

Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constrains to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

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HVAC EQUIPMENT COVERAGE

Dyal Water Plant

Site	Equipment Type	Manufacturer	Model Number	Serial Number	Notes
Building 1	SS Air Handling Unit	Trane	TWE120B300EL	8402L2LBD	AHU 10T
	SS Air Handling Unit	Trane	TWE060A100EL	9352PC1BD	AHU 5T
	SS Air Handling Unit	Trane	TWE120B300EL	8435LMKBD	AHU 10T
	SS Air Handling Unit	Lennox	CBX40UHV-30-230-6-03	1613L08706	AHU 2.5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y122F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9351Y4G2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	93333GG2F	CU 5T
	SS Condensing Unit	Trane	2TWA3060A4000AA	9352LAT2F	CU 5T
	SS Condensing Unit	Trane	2TWB3060A1000AA	9351Y3M2F	CU 5T
	SS Condensing Unit	Lennox	XP16-024-230-11	5814L03695	CU 2T
	Building Automation System	Trane	VariTrac	N/A	BAS
	Rooftop Unit	Trane	TSC120E4R	103410721L	RTU-1
	Rooftop Unit	Trane	TSC120E4R	103411365L	RTU-2
Filter Gallery	SS Condensing Unit	Trane	TTA120D400	12282T54YA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171K6WBA	CU 10T
	SS Condensing Unit	Trane	TTA120D400	1231569DYA	AHU 10T
	SS Air Handling Unit	Trane	TWE120D300	13171LC3BA	CU 10T
Filter Gallery - Electrical	SS Condensing Unit	Trane	4TTR7024A1000BA	192912FM2F	3-CU-1
	SS Air Handling Unit	Trane	GAM5B0A24M21EAB	19222M8B1V	2T AHU
Building 2	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SKL3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SS43F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750S31V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	83810X31V	AHU #2
Building 5	SS Condensing Unit	Trane	4TTR4018L1000AB	193514LGAF	1.5T CU
	SS Condensing Unit	Trane	4TTR4018L1000AB	193514N0AF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	190754A33V	AHU #1
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19062XNC3V	AHU #2
Building 6	SS Condensing Unit	Trane	4TTR4018L1000AB	193514YHAF	1.5T CU
	SS Air Handling Unit	Trane	TEM4A0B18S21SBA	19331WLT3V	1.5T AHU
Building 7	SS Condensing Unit	Trane	4TTB3030D1000A	11184XEC3F	2.5T CU
	SS Air Handling Unit	Trane	4TEC3F30B1000AA	11245SL7AV	2.5T AHU

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Building 8	Air-Cooled Chiller	Trane	CGAM100	U19E73671	Chiller #1
	Air-Cooled Chiller	Trane	CGAM100	U19E73670	Chiller #2
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #1
	Chilled Water Pump	WEG	213TC	7.5hhp	CHW Pump #2
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43535	CHW AHU #1
	Chilled Water AHU	Carrier	39SHK09-4W	1714R43536	CHW AHU #2
	SS Condensing Unit	Trane	TTP024C100A3	N082TBFCF	SS CU - B8
	SS Air Handling Unit	Trane	TWE024C14FA0	N0810T31V	SS AHU - B8
Building 9	SS Condensing Unit	Trane	TTP024C100A3	N291M9YFF	2T CU
	SS Condensing Unit	Trane	TTP018C100A2	N283P8RFF	1.5T CU
	SS Air Handling Unit	Trane	TWE024C14FA0	N301WN71V	2T AHU
	SS Air Handling Unit	Trane	TWE018C14FA0	N301WKW1V	1.5T AHU
Building 11	Rooftop Unit	Trane	TZC048F	171910242L	RTU-1
	Rooftop Unit	Trane	TZC048F	171910228L	RTU-2
Building 12	SS Condensing Unit	Trane	2TTB3018A1000AA	9343SHT3F	1.5T CU
	SS Condensing Unit	Trane	2TTB3018A1000AA	9343STG3F	1.5T CU
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	81750SS1V	AHU #1
	SS Air Handling Unit	Trane	2TEC3F18B1000AA	8175SN31V	AHU #2
Taylor Creek	SS Condensing Unit	Trane	2TTB3024A1000CA	14163L373F	8-CU-1
	SS Air Handling Unit	Trane	TWE030C140F1	N29348A1V	8-AHU-1
Weewahootee	Mini-Split Condensing Unit	Carrier	RAV-SP180AT2-UL	302P0071	1.5T MS CU
	Mini-Split Air Handling Unit	Carrier	RAV-SP180KRT-UL	32600031	1.5T MS AHU
	Mini-Split Condensing Unit	Carrier	24ABB342A300	4113E18180	2T CU
	Mini-Split Air Handling Unit	Carrier	FB4CNF042	4213A84972	2T AHU
	SS Condensing Unit	Trane	4TTR4024L1000BA	17215AL24F	2T CU
	SS Air Handling Unit	Trane	TEM4A0B24S21SAA	17301SFW3V	2T AHU
Downtown Cocoa Plant	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03365C	CU-1
	Mini-Split Condensing Unit	Mitsubishi	PUMY-P60NKMU	54U03402C	CU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E2	54M00556	AHU-1
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E3	54M00558	AHU-2
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E4	54M00552	AHU-3
	Mini-Split Air Handling Unit	Mitsubishi	PKFY-P30NKMU-E5	54M00563	AHU-4

**** See Appendix for detailed Scope of Services for each maintenance inspection.***

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PRICING AND ACCEPTANCE

Attention:
Tim Dyar
Chief of Maintenance

Site Address:
Dyal Water Plant
28400 State Road 520
Christmas, FL 32709

Trane Service Agreement
This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "HVAC Systems Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee
As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Term	Annual Investment
12/1/2020 – 09/30/2021	$41,796
10/01/2021 – 09/30/2022	TBD

Labor
Annual Inspection (Quantity 1) = 160 hours x $134/hour = $21,440
Routine Inspections (Quantity 3) = 40 hours x $134/hour x 3 Inspections = $16,080

Materials
Filters, belts, consumables, etc. at 27.5% Gross Margin = $4,276

** The above pricing is based upon the OMNIA Partners / Trane Contract #15-JLP-023.*

☐ Service Fee Discount. A **one-time three percent (3%) discount** is offered for full payment of one year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term
The Initial Term of this Service Agreement is **December 1, 2020 - September 30, 2022**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

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TRANE



Following expiration of the initial term on **September 30, 2022**, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (407) 660-1111 or by direct mail addressed to: 2301 Lucien Way, Suite 430 Maitland, FL 32751.

Renewal Pricing Adjustment
The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund
If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company
This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Submitted By: **Jason Aki**
Stockton Whitten Printed Name	Proposal Date: November 17, 2020 Cell: (321) 228-8865 Office: (407) 660-1111 License Number: CMC1240843
CITY MANAGER Title	Authorized Representative
Purchase Order	ACCOUNT MANAGER-TEAM LEADER Title
12/3/20 Acceptance Date	11/23/2020 Signature Date

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COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

- Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation

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of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

14. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

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16. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; In such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0919)
Supersedes 1-26.130-7 (0415)

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TRANE

LET'S GO BEYOND™

APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.



SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

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- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Air Cooled Condenser Annual Inspection
Description
- Lock Out Tag Out Condenser
- Electrical Inspection-Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 2: Air Cooled Condenser Quarterly Inspection
Description
- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power

Service 3: Odyssey Annual Inspection
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Odyssey)
- Start Up Seasonal Cooling

Service 4: Odyssey Quarterly Inspection
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO

Service 5: Precedent Annual Inspection
Description
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Evaporator Coil Cleaning, No LOTO
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection

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- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 6: Precedent Quarterly Inspection
Description
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 7: RTAA Annual (Water Coil Cleaning)
Description
- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 8: RTAA Quarterly Inspection
Description
- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check

Service 9: Split System Air Handler Annual Inspection (Includes Condenser)
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser

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- Condenser Coil Check (Generic)
- Coil Cleaning Solution
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 10: Split System Air Handler Quarterly Inspection (Includes Condenser)
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Visual Electrical Inspection
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 11: Building Automation System Analysis and Review – Quarterly
Description

- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review

Notes:

1. Filter to be replaced on a quarterly basis.
2. Belts to be replaced on an annual basis.

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CONTRACT

RFP #15-JLP-023

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature

Board of Education of Harford County

Board of Education of Harford County
Witness

Barbara P. Canavan, Superintendent of Schools

Board of Education of Harford County – Board President

Signature

TRANE
Company Name

Authorized Contractor Signature

800 Beaty St.
Address

Contractor Witness

DAVIDSON, N.C. 28036
Address

Section 5 – Harford County Schools Purchase Agreement

MASTER PURCHASE AGREEMENT:
By and Between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Ave.
Bel Air, MD 21014
and

TRANE, U.S.

THIS MASTER PURCHASE AGREEMENT made and entered into this 29th day of September, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS" or "District"), and TRANE, U.S. , a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier")

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

A. **Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

B. Purchase Order. Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.

C. Term. The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.

D. Compensation. HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:

a. The price proposal set forth in the final RFP response and all related Amendments

E. Invoicing. Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.

F. Insurance. Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.

G. Termination of Contract. This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.

H. Notification. Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

I. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.

J. **Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.

K. **Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.

L. **Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXCUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by _____ 9/22/16
Superintendent of Schools **Date**

by _____ 9/21/16
Board of Education President **Date**

by _____ 9/27/16
Supervisor of Purchasing **Date**

SUPPLIER:

by _____ 8-13-15
General Manager **Date**
Greg Spencer

Trane Strategic Programs

Cooperative Purchasing

TRANE

June 1, 2017

Sherry Ramsey
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

Re: Trane Parts on contract 15-JLP-023

Sherry,

Trane is in the process of implementing a new parts pricing and delivery system within the network of offices in North America. As such, some of the traditional reference points used when bidding the 15-JLP-023 contract will change. For example, the original RFP submission for over-the-counter parts used a reference of book less 38%; this would be the price an agency would pay.

With the implantation of the new P21 parts system, we introduced a "list" price reference. So that we maintain pricing parity between the two systems, we needed to establish the relationship between these two metrics; "list" price vs "book" price. That relationship is book less 38% equals list less 22%. The ultimate impact the participating agencies is zero since the two references equate to the same sales price.

As North America's leading HVAC manufacturer, we wanted you to be aware of these improvements and look forward to providing outstanding service to your agencies. Please reach out to me with questions.

Best regards,

Greg Spencer
Strategic Cooperative Program Leader

Ingersoll Rand

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

January 5, 2016

To: All Participating Agencies

Subject: Clarification Regarding Contract Pricing For RFP#15-JLP-023
Trane/U.S. Communities

Contract pricing for HVAC and related supplies, labor and materials were established with the solicitation referenced above. As a clarification to the pricing structure, the following is offered.

Typically, Trane pricing is made up of three categories; equipment, labor and materials. Each of these areas are briefly explained as follows:

1. Equipment – Each piece of equipment identified by a product code. Each product code has an established list price discount associated with it. A complete list of equipment discounts can be found on the US Communities website, once the agency logs in with username and password. There are approx. 630 specific pieces of equipment on the contract, with associated discounts.

2. Labor – All labor based solutions (installation and services) are classified by the labor "type" with a fixed hourly rate. Installation, maintenance and retrofit labor hours are indexed to RS Means estimating guide. Each project is priced per the specific geographic zone in which the job is located. Labor rates avail upon request.

3. Parts & Material in quoted work – All parts and miscellaneous materials included in quoted projects are subject to the maximum contract margin guidelines of 27.5%. This would include materials such as piping, wiring, sheet metal and parts necessary to complete a given scope of work. All Trane over the counter parts for service are discounted at a rate of 38%.

Jeffrey LaPorta
Supervisor of Purchasing
Harford County Public Schools

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

August 8, 2017

Purchasing Department
Bobbie Wilkerson, Supervisor of Purchasing
O. 410-638-4083 • Bobbie.TolstonWilkerson@hcps.org • F. 410-8096172

Corey Imhoff

U.S. Communities

Government Purchasing Alliance

RE: Request for Contact Name Change

Corey,

Per our conversation a couple of weeks ago, I made a request to change the name on our existing contracts with U.S. Communities to reflect my name. Please accept this written request for the contact name change.

This change is effective immediately for all contracts awarded by Harford County Public Schools as follows:

- Bobbie Wilkerson, CPPO, CPPB
  Supervisor of Purchasing
  Email: bobbie.wilkerson@hcps.org
  Phone: 410-638-4083

Please let me know if you require any additional information to support this request. Thank you for your assistance.

Sincerely,

Bobbie Wilkerson

Bobbie Wilkerson, CPPO, CPPB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
MARSH & MCLENNAN COMPANIES
1166 Avenue of the Americas
New York NY 10036
ATTN: 212-345-6000

CONTACT NAME: Kevin Mashavejian
PHONE (A/C, No, Ext): (212) 345 7115 **FAX (A/C, No):**
E-MAIL ADDRESS: Kevin.Mashavejian@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA	19445
COMPANY B: Travelers Indemnity Co of America	25666
COMPANY C: Travelers Property Casualty Co of Amer	25674

INSURED
Trane U.S. Inc.
2301 Lucien Way
Suite 430
Maitland, FL 32751
United States

COVERAGES **CERTIFICATE NUMBER:** 596176 **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			GL 6547064	4/17/2021	4/17/2022	EACH OCCURRENCE	$7,500,000.00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000.00
	X Contractual Liability						MED EXP (Any one person)	$10,000.00
	X Time Element Pollution Liability						PERSONAL & ADV INJURY	$7,500,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$7,500,000.00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$7,500,000.00
	OTHER:							$
A A A	AUTOMOBILE LIABILITY			CA 6890217 (AOS) CA 7030880 (VA) CA 7030879 (MA)	4/17/2021 4/17/2021 4/17/2021	4/17/2022 4/17/2022 4/17/2022	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000.00
	X ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	PHYSICAL DAMAGE/SELF			APD - Self Insured				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							$
B B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A	UB-8M35413A-21-51-K (AOS) UB-9L048059-21-51-D (MN) UB-8M370386-21-51-R (AZ,MA,OR,WI) TWXJ-UB-7434L45A-21 (OH)	4/17/2021 4/17/2021 4/17/2021 4/17/2021	4/17/2022 4/17/2022 4/17/2022 4/17/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$3,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$3,000,000.00
							E.L. DISEASE - POLICY LIMIT	$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER
City of Cocoa
375 North Cocoa Blvd,
Cocoa, FL 32922
United States

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
Marsh USA, Inc.
BY: Kevin Mashavejian

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. 2301 Lucien Way Suite 430 Maitland, FL 32751 United States
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

City of Cocoa is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

City of Cocoa are included as Additional Insured where required by contract with respect to Automobile Liability pursuant to applicable endorsement.

Job Description: Various Projects

For questions regarding this certificate of insurance contact: Maya Bakke Email: mbakke@trane.com Phone: 407-551-1134

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ENDORSEMENT # MAN001

This endorsement, effective 12:01 A.M. 04/17/2021 forms a part of

policy No. GL 654-70-64 issued to TRANE TECHNOLOGIES COMPANY LLC

BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED, is amended to include as an additional insured:

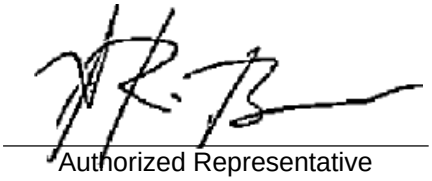
(1) Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or

(2) Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

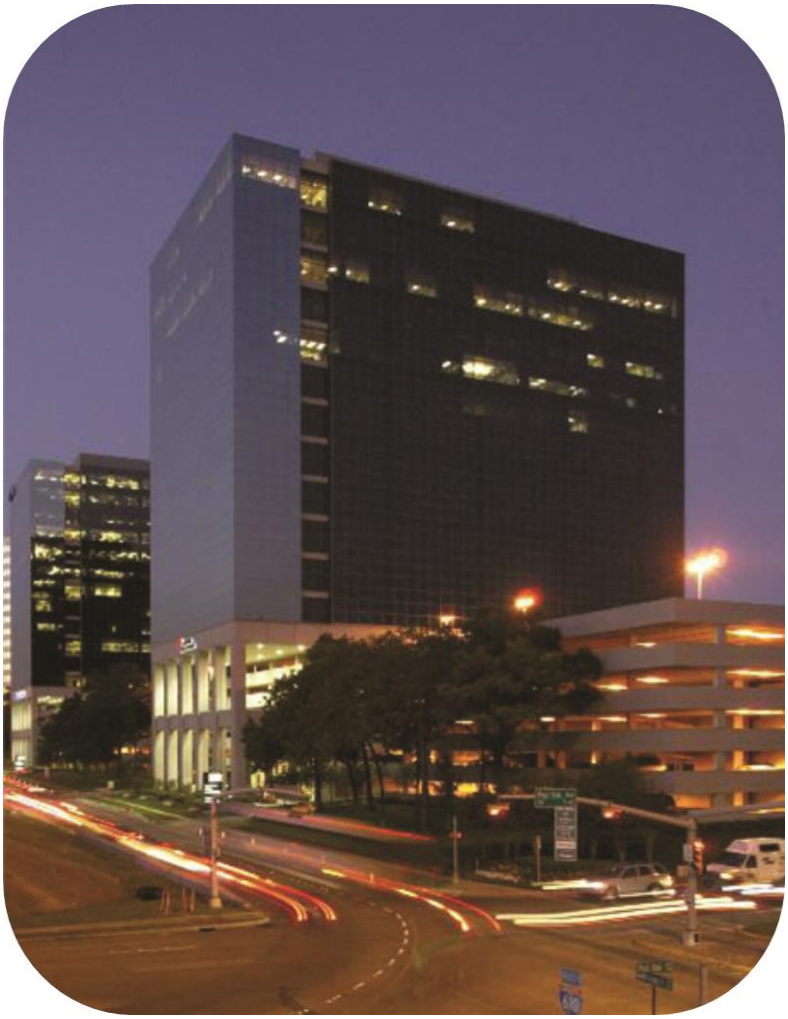
- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

All other terms and conditions remain unchanged.



Authorized Representative

Trane Turnkey Proposal



Turnkey Proposal For:
Tim Dyar
Chief of Maintenance
Claude H. Dyal Water Treatment Plant
28400 FL-SR 520
Christmas, FL 32709

Job Name:
Building 9 Split System Replacements

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Office: (407) 660-1111
Cell: (321) 228-8865

Proposal ID:
3048648

Date:
July 12, 2021

OMNIA Partners / Trane Proposal # 42-129406-21-001

OMNIA Partners / Trane Contract #15-JLP-023

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help the Dyal Water Treatment Plant reach its performance goals and objectives. This proposed project will provide Building 9 with new HVAC for better reliability and comfort.

We appreciate the effort from Dyal Water Treatment Plant to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who manage and maintain the building, Trane is committed to providing a reliable HVAC system to meet the cooling comfort needs of the office and bathroom.

Some key features and benefits you should expect from these projects are highlighted below.

- Trane Safety Plans in place
- Trane Installation Team Oversight
- Turnkey Engineered Project

Trane appreciates the opportunity to earn your business. This investment will provide the Dyal Water Treatment Plant with the capability to significantly improve comfort conditions in your facilities.

We look forward to partnering with you for your turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.



Jason Aki
Account Manager – Trane U.S. Inc.
Trane U.S. Inc.

Prepared For:
Tim Dyar
Chief of Maintenance
Dyal Water Plant

Date:
July 12, 2021

Job Name:
Building 9 Split System Replacements

Proposal Number:
3048648

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the site surveys performed on 05/20/2021.

Turnkey Installation of HVAC Equipment

- (1) 1.5-Ton and (1) 2-Ton Trane Split Systems
- New split systems to include condenser coil coatings and 5-year Parts and Labor warranties

Mechanical Installation

- Disconnect the existing electrical service, ductwork and condensate drain lines.
- Remove and dispose of the existing equipment.
- Provide Mechanical permit.
- Set new air handler on a new 2x2 metal coffin box in same location as existing being removed.
- Set new condensing units on existing concrete pads and secure to concrete per code.
- Run a new copper line set for each new split system thru existing wall penetration.
- Insulate new suction lines.
- Run new t-stat wire to new condensing units.
- Tie in new copper line set to new air handling units and condensing units.
- Tie in existing electrical and low voltage wiring to new equipment.
- Re-connect existing return and supply plenums to new air handling units.
- Install a new p-trap out of air handlers and tie into existing drain lines.
- Install new aux float switches for new air handling unit installations.
- Install new thermostats.
- Pressurize systems with nitrogen to ensure leak-free installations.
- Vacuum down systems to proper micron levels.
- Charge systems with new R-410a refrigerant.
- Perform factory startups and checkouts to ensure proper system operation.
- Provide clean up and materials and debris removal from site.
- Provide mechanical permit.

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Proposal Notes/ Clarifications

- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Fire Alarm connections or Fire Panel work
- Building Automation System work of any kind

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Pricing and Acceptance

Attention:
Tim Dyar
Chief of Maintenance
Dyal Water Plant

Job Name:
Building 9 Split System Replacements

Investment

Twenty-Six Thousand Two Hundred and Thirty-One Dollars $26,231
OMNIA Partners Discount ..... ($887)

Twenty-Five Thousand Three Hundred and Forty-Four Dollars..... $25,344*

**** Above pricing is based upon the OMNIA Partners / Trane Contract #15-JLP-023.***

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.
(321) 228-8865

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Submitted By: **Jason Aki**	Cell: (321) 228-8865 Office: (407) 660-1111 Proposal Date: July 12, 2021
CUSTOMER ACCEPTANCE **Dyal Water Plant**	**TRANE ACCEPTANCE** **Trane U.S. Inc.**
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date

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COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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TERMS AND CONDITIONS – COMMERCIAL INSTALLATION
"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

4. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

5. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

7. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

9. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

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13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF**

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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-478

File ID:	21-478	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/02/2021
Subject:				**Final Action:**	

Title: Council 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.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	FDACS Contract 27860 - City of Cocoa.pdf, Managing Urban Forests Grant Award Package.pdf, Budget Resolution FY 2021- ADA Compliant.docx, REV BAF 21-097-A-PW-Florida Forest Service (7-27-21) Agenda 21-478.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	fmirabito@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

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ulture and Consumer Services
Division of Administration, Director's Office

INTERNAL CONTRACT ROUTE SLIP

Division:	FLORIDA FOREST SERVICE	Date:	05/12/2021
Contract Manager:	LINER, WILLIAM T	Contract :	27860
Contract Period:	Upon Execution To 06/30/2022	Org Code:	42110603183
Procurement Method:	REQUEST FOR APPLICATION - GRANTS		
Appropriation Category:	050052	EO:	WH
Funding: General Revenue:	NO Federal Funding: YES	Obj. Code:	780000
Trust Fund Name	FEDERAL GRANTS TRUST FUND		

Services Required:

2020 Managing Community Forests Grant Program - Second Year Contract

Vendor Name:	CITY OF COCOA		
Commodity Code:		Contractor's FEID#	F596000292024
Rate of Compensation:		Contract Amount:	$15,000.00

Division Director: _____ _____
Signature Date

Authorized Supervisor: _____ _____
Signature Date

********** BELOW FOR USE BY DIVISION OF ADMINISTRATION ONLY **********

Contract Administrator:	Channcen Bell	7/1/2021
	Signature	Date
Legal Section:	Jonathan Rhodes	7/1/2021
	Signature	Date
Finance and Accounting:		
	Signature	Date
Purchasing Director:		
	Signature	Date
Planning and Budgeting:		
	Signature	Date

DACS-01084 05/01

Scan Documents using Request Number : **15896656**

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INTERNAL CONTRACT ROUTE SLIP

FACTS INFORMATION

Contract Number **27860**

Original Contract Amt **$15,000.00** DFS Contract Type **GD**

Long Title **CITY OF COCOA**

Short Title **CITY OF CO** Authorized Advance Payment **N**

Execution Date _____ Effective Date _____ Expiration Date **06/30/2022**

State Term Contract or Alternate Source ID _____

Contract Exempt Justification

Notice of Federal Funding Available

Agency Solicitation Num **20 DG 1183112 001 B AD**

Business Case Study **N** Case Study Date _____

Legal Challenges to Procurement **N**

Legal Challenge Description

Contract Statutory Authority **589.04**

Provide for Administrative Cost **N** Administrative Cost Percent _____ %

Provide for Periodic Increase **N** Periodic Increase Percent _____ %

Was the Contract Function Previously performed by the State? **N**

Was the Contract Function Considered for Insourcing Back to the State? **N**

Did the Vendor make Capital Improvements on State Property? **N**

Capital Improvement Description

Value of Capital Improvements? _____

Value of Unamortized Capital Improvements? _____

Contract involves State or Fed Financial Aid State Fed **Y**

Recipient Type **I** **SUBRECIPIENTS (FEDERAL ASSISTANCE ONLY)**

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Vendor List

Vendor Number	Name	Address	Phone Number
F596000292	CITY OF COCOA	65 STONE ST.	4338684

Funding Sets

Org Code / Account Code	EO	Obj Code	App Cat	Amount	FY Effective Dt	RE-NR / Fund Description
42110603183	WH	780000	050052	$ 15,000.00	07/01/2020	RE
42202261004421104000005005200						FEDERAL GRANTS TRUST FUND - DAC

Division List

FLORIDA FOREST SERVICE

Approvers List

Approver	Date	Routing Stop
PETERS, LINDA B	06/16/21 11:21	DOF FINANCE
PETERS, LINDA B	06/16/21 11:21	FFS FISCAL LIAISON
MATHEWES, J C O	06/16/21 11:35	SPECIAL ACCT FORESTRY
BELL, CHANNCEN B	06/21/21 13:41	CONTRACT ADMIN 1ST STOP
SMITH, ANGELA H	06/21/21 13:44	POLICY AND BUDGET
BOATRIGHT, MIKAELA P	06/23/21 08:16	FINANCE AND ACCOUNTING
FAIRCLOTH, MICHELLE O	06/28/21 08:01	GENERAL SERVICES
BELL, CHANNCEN B	06/30/21 14:15	CONTRACT ADMIN FINAL

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Deliverables

Commodity Code	Commodity	Method of Payment	Major Deliverable Price
70151500	**Forestry management**		
COST REIMBURSEMENT			**$15,000.00**

Non Price Justification

Source Documentation Reference Page

Pages 19-21

Major Deliverable

Management Plan

Performance Metrics

To be paid upon receipt of services

Financial Consequences

The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.

CSFA

CSFA Code	Description

CFDA

Code	Description
10.664	COOPERATIVE FORESTRY ASSISTANCE

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FDACS CONTRACT
#27860

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

NICOLE "NIKKI" FRIED
COMMISSIONER

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of _____, 20___ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the City of Cocoa, ("SUBRECIPIENT"). The SUBRECIPIENT shall perform the Scope of Work as outlined in Attachment A, hereby incorporated and attached hereto.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

This contract is a three-year program and the Subrecipient will receive a one-year contract for each project once the previous project has been completed in full.

The total award amount for satisfactorily completing the first year Scope of Work is $25,000.00. This Scope of Work is for the development of a local tree inventory/hazardous tree inventory on non-federal public properties (includes parks, rights-of-way and preserves).

The total award amount for satisfactorily completing the second year Scope of Work is $15,000.00. This Scope of Work is for creating a management plan to guide the management of urban trees on non-federal properties. Management planning must include tree care ordinance review or suggested language for a new ordinance. Plans must also utilize the information from the first-year tree inventory, priority planting areas, canopy goals and metric on how to measure progress.

The total award amount for satisfactorily completing the third year is $15,000.00. This Scope of Work is for tree planting. The planting project must relate to a goal and priority area set forth in the second-year management plan. An ISA Certified Arborist must oversee the installation of the trees and a three-year maintenance plan is required prior to planting. Funds may only be used for purchase and planting of trees/palms. Purchase

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and planting of shrubs and ground covers (not sod) in conjunction with the tree planting may only serve as a matching cost and cannot be reimbursed. A sixty-day "grow-in period" is required prior to Certification.

The total award amount for all three years is $55,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

This AGREEMENT represents the second year of the three-year project and the total award amount for this AGREEMENT is $15,000.00 with a $15,000 match required.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 30th day of June of 2022 ("Term").

2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.

b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

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2. Deliverables

   a. The SUBRECIPIENT must provide quantifiable, measurable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work outlined in Attachment A.

3. Financial Management

   a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.

   b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

   a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.

   b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan, Attachment B, hereby incorporated and attached hereto.

   c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.

   d. The payment request packet is downloadable from **http://forms.FDACS.gov/02019.pdf**.

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e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.

g. **Travel and per diem costs are not allowable under this contract.**

h. No advance payments are allowed.

5. Payment of Reimbursement Requests

a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.

b. Payment requests for a percentage of work completed on each task deliverable are allowed.

c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.

d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.

(1) Reimbursement Request Form with required backup documentation.

(2) Final report - brief paragraph on letterhead summarizing what was accomplished with the grant funding.

(3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.

(4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional

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representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.

(5) Certification of Acceptance executed by a Florida Forest Service official.

The SUBRECIPIENT must submit the final claim for reimbursement to the RECEIPIENT on or before 30 days from the end of the term of the contract.

e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80

b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

a. The Budget Plan (Attachment B) lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work including the completion of Deliverables.

b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

c. Prior approval, evidenced by contract amendment, is required for:

(1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget

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category is defined as having no funds allocated in the original Budget Plan.

(2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

a. The SUBRECIPIENT shall have an acknowledgement of the USDA Forest Service's support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public. Minimum verbiage requirement is as follows: *"This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."*

b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

c. Audiovisual means a product containing visual imagery or sound or both.

d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service".

e. Language shall read:

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The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

a. Equipment must be used in the project for which the federal funds are derived.

b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds $5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.

c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

d. A physical inventory is required at least once every two years.

e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.

f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from

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loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.

b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.

c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.

d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.

2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.

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3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.

5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.

2. The SUBRECIPIENT must have documented procurement procedures.

3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from **http://forms.FDACS.gov/02018.pdf**.

2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.

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3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.

5. The RECIPIENT will give 48 hours of notice of any on site review.

6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.

7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

   a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.

   b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

   a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

   IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

   OFFICE OF GENERAL COUNSEL
   407 SOUTH CALHOUN STREET, SUITE 520
   TALLAHASSEE, FL 32399

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PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

   a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.

   b. Disallow all or part of the cost of the services not in compliance.

   c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

   a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:

      (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

      (2) Fails, to timely fulfill its obligations under the AGREEMENT;

      (3) Improperly or illegally uses funds provided under this AGREEMENT; or

      (4) Submits reports that are incorrect in any material respect.

   b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

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3. Financial Consequences

a. If final paperwork is not submitted within 45 days of completion of the project, payment to the SUBREICIPIENT will NOT be made.

b. Financial penalties for not completing Deliverables will be calculated by dividing the total award amount by the number of Deliverables unless otherwise noted in the Scope of Work. The financial penalty for missing Deliverables will be applied to the final payment.

K. CLOSE OUT

1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.

2. Post-close Out Adjustments

Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.

b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.

c. Audit provisions are not required for a SUBRECIPIENT who is an individual.

d. In the event that the SUBRECIPIENT expends $750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit

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conducted in accordance with the 2 CFR, Part 200 Subpart F.

e. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

f. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.

b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.

b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.

c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

a. Audits shall be performed annually to meet this requirement.

5. Sanctions

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a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.

b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.

c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.

d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.

b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.

e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

a. The audit must be completed, and the data collection form and reporting package must be submitted within the

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earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.

c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.

d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.

e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at **https://facweb-census.gov**.

f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

1. Nothing contained in the AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under the AGREEMENT.

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2. Any changes to the AGREEMENT require the written approval of each party's authorized official.

3. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with the AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

4. The SUBRECIPIENT is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. The CONTRACTOR shall not discriminate on the basis of race, sex, sexual orientation, gender identity, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107.

6. The SUBRECIPIENT is informed that the employment of unauthorized aliens by any SUBRECIPIENT is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the AGREEMENT. SUBRECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

7. The SUBRECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not

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submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

8. This AGREEMENT is contingent upon the availability of funding from the federal agency. The AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.

9. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of the subrecipient agreement shall be verified through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

   Further, the SUBRECIPIENT hereby represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance service or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the SUBRECIPIENT knowingly provides funds to any entity prohibited from receiving a federal contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT.

10. The SUBRECIPIENT acknowledges it has completed the certification regarding lobbying.

11. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.

12. The SUBRECIPIENT will, to the extent permitted by law, hold

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harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.

13. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

This AGREEMENT may be amended at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative of each party.

In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

This AGREEMENT shall be controlled by Florida law, contrary or conflict of law provisions notwithstanding.

In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, the clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties hereto.

Special Conditions: See attachment_____ or _____ N/A

This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Will Liner and is located at Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, Florida, 32399-1650.

The Grant Manager for the SUBRECIPIENT is Anthony Hagan and is located at City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922-7982.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from the U.S. Department of Agriculture/U.S. Forest Service, federal financial assistance funding opportunity under FAIN

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#20-DG-11083112-001 and Catalog of Federal Domestic Assistance number 10.664, Cooperative Forestry Assistance.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	SUBRECIPIENT
Joey B. Hicks	
Signature	Signature
Director of Administration	City Manager, City of Cocoa
Title	Title
7/1/2021	
Date	Date

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ATTACHMENT A

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 19-DG-11083112-001	2. Subrecipient FEIN: 59-6000292
3. Subrecipient Legal Name: City of Cocoa	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	

Performance Measures

Deliverable #	Item/Task	Item/Task Description	Costs per Unit	Total
1	1	Develop urban forest management plan	$30,000	$30,000

Describe in detail the activity or work to be conducted.

The city will contract with specialists to develop an urban forestry master plan for the city. This master plan will be based upon data obtained from the inventory completed in 2020 and will include a current description of the urban forest, a vision for future urban forest, a strategic plan, an implementation plan and a monitoring plan.

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ATTACHMENT B

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

BUDGET PLAN

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 19-DG-11083112-001			Subrecipient FEIN: 59-6000292	
Subrecipient Legal Name: City of Cocoa				
Category/Description	Cost per Unit	Number of Units	Grant Amount	Match Amount
Personnel -				
Fringe Benefits -				
Travel (not authorized)				
Equipment (not authorized)				
Supplies -				
Contractual (if authorized) -	$30,000	1	$15,000	$15,000
Trees -				
Other Expenses -				
Total Direct Charges			$15,000	$15,000
Indirect Charges -				
Total Amount			$15,000	$15,000

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Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

BUDGET PLAN NARRATIVE

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 19-DG-11083112-001	Subrecipient FEIN: 59-6000292
Subrecipient Legal Name: City of Cocoa	
Direct Costs	
Personnel Costs	
Fringe Benefits	
Travel (not authorized)	**NOT APPLICABLE TO THIS FEDERAL FINANCIAL ASSISTANCE FUNDING OPPORTUNITY.**
Equipment (not authorized)	**NOT APPLICABLE TO THIS FEDERAL FINANCIAL ASSISTANCE FUNDING OPPORTUNITY.**
Supplies	
Contractual (if authorized)	$30,000 – The city will contract with a specialist to provide an urban forestry master plan. The grant will cover $15,000 and the city will provide an additional $15,000 as match.
Trees	
Other Expenses	
Indirect Costs	
Indirect Charges	

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NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

2 CFR 200

1. **Federal Award Identification Number (FAIN):** 20-DG-11083112-001	2. **Federal Award Number**: 27014
3. **Recipient**: Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650	4.**Recipient Grant Manager**: Name: Will Liner Email: william.liner@fdacs.gov Phone: 850-681-5881
5. **Subrecipient**: Name: City of Cocoa Address: 65 Stone Street City, State, Zip + 4: Cocoa, Florida 32922-7982	6. **Subrecipient Authorized Representative**: Name: Anthony Hagan Email: ahagan@cocoafl.org Phone: 321-433-8684
7. **Subrecipient FEIN**: 59-6000292	8. **Subrecipient DUNS Number**: 079195608
9. **Primary Performance Location, if different than (12) below**: Address: City: Right of Ways and Parks located in Cocoa State: Zip code + 4:	
10. **County of Primary Performance**: Brevard	11. **Congressional District**: 8
12. **Performance in multiple counties: Yes or No. If yes, indicate the counties.** n/a	

I certify that the above information is correct.

Authorized Signature _____ Date _____

FDACS-02039 06/16

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NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE AGREEMENT FACT SHEET

1. **Federal Award Identification Number (FAIN):** 20-DG-11083112-001		2. **Federal Award Number:** 27014
3. **Federal Award Agency:** USDA Forest Service	4.**Federal Award Title:** Consolidated Payment Grant	
5. **Federal Award Project Description:** Technical and financial assistance to state forestry agencies		
6. **CFDA Program Title:** Cooperative Forestry Assistance		
7. **CFDA Number:** 10.664	8. **Federal Award Date:** 10/01/19	9. **Federal Award Amount:** $774,372
10. **Recipient:** Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650		11. **Recipient Grant Manager:** Name: Will Liner Email: william.liner@fdacs.gov Phone: 850-681-5881
12. **Subrecipient:** Name: City of Cocoa Address: 65 Stone Street City, State, Zip + 4: Cocoa, Florida 32922-7982		13. **Subrecipient Authorized Representative:** Name: Anthony Hagan Email: ahagan@cocoafl.org Phone: 321-433-8684
14. **Subrecipient FEIN:** 59-6000292		15. **Subrecipient DUNS Number:** 079195608
16. **Subrecipient Agreement Number:**		17. **Subrecipient Award Amount:** $15,000
18. **Subrecipient Project Title:** City of Cocoa Urban Forestry Management Plan		
19. **Subrecipient Period of Performance:** Upon execution through 02/28/22		20. **Research and Development Award:** N/A
21. **Approved indirect cost rate:** 5%		22. **Subrecipient Matching Amount:** $15,000

I certify that the above information is correct.

Authorized Signature _____ Date _____

FDACS-02039 06/16

FLORIDA FOREST SERVICE
(850) 681-5800

THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

March 17, 2020

Mr. Anthony Hagan
City of Cocoa
65 Stone Street
Cocoa, Florida 32922-7982

Contract Number 26866

Dear Mr. Hagan:

The Florida Department of Agriculture and Consumer Services, Florida Forest Service, is pleased to inform you that your application for the Urban and Community Forestry Grant program has been approved. The Subrecipient Fact sheet and Federal Funding Accountability and Transparency Act (FFATA) form are included in the attachments to this award letter. The approved amount of the federal financial assistance award is $25,000.00.

This letter and its attachments outline the terms and conditions of accepting our federal financial assistance award. Please read the subrecipient agreement carefully. Sign both copies of the subrecipient agreement and **return one signed copy along with the Subrecipient Fact sheet and the FFATA form within thirty (30) days** to Kelly Boutwell at the above address.

Please be aware that subrecipients must register their current Federal Employer Identification Number (FEIN) and mailing address at www.MyFloridaMarketplace.com and complete the Department of Financial Services (DFS) required Substitute Form W-9 before a reimbursement payment can be made to the subrecipient.

Congratulations on your successful application. We look forward to working with you during the coming year.

Sincerely,

Will Liner
Urban Forestry Programs Coordinator
Phone: (850) 681-5881

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE AGREEMENT FACT SHEET

1. **Federal Award Identification Number (FAIN):** 19-DG-11083112-001		2. **Federal Award Number**: 26275
3. **Federal Award Agency**: USDA Forest Service	4. **Federal Award Title:** Consolidated Payment Grant	
5. **Federal Award Project Description:** Technical and financial assistance to state forestry agencies		
6. **CFDA Program Title**: Cooperative Forestry Assistance		
7. **CFDA Number**: 10.664	8. **Federal Award Date**: 10/01/18	9. **Federal Award Amount**: $650,460
10. **Recipient**: Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650		11. **Recipient Grant Manager**: Name: Will Liner Email: will.liner@fdacs.gov Phone: 850-681-5881
12. **Subrecipient**: Name: City of Cocoa Address: 65 Stone Street City, State, Zip + 4: Cocoa, Florida 32922-7982		13. **Subrecipient Authorized Representative**: Name: Anthony Hagan Email: ahagan@cocoafl.org Phone: 321-433-8684
14. **Subrecipient FEIN**: 59-6000292		15. **Subrecipient DUNS Number**: 079195608
16. **Subrecipient Agreement Number**: 26866		17. **Subrecipient Award Amount**: $55,000
18. **Subrecipient Project Title**: City of Cocoa Urban Forestry Management		
19. **Subrecipient Period of Performance**: Upon execution through 02/28/21		20. **Research and Development Award**: N/A
21. **Approved indirect cost rate**: 5%		22. **Subrecipient Matching Amount:** $55,000

I certify that the above information is correct.

Authorized Signature _____ Date _____

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

2 CFR 200

1. **Federal Award Identification Number (FAIN):** 19-DG-11083112-001	2. **Federal Award Number**: 26275
3. **Recipient**: Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650	4.**Recipient Grant Manager**: Name: Will Liner Email: will.liner@fdacs.gov Phone: 850-681-5881
5. **Subrecipient**: Name: City of Cocoa Address: 65 Stone Street City, State, Zip + 4: Cocoa, Florida 32922-7982	6. **Subrecipient Authorized Representative**: Name: Anthony Hagan Email: ahagan@cocoafl.org Phone: 321-433-8684
7. **Subrecipient FEIN**: 59-6000292	8. **Subrecipient DUNS Number**: 079195608
9. **Primary Performance Location, if different than (12) below**: Address: City: Right of Ways and Parks located in Cocoa State: Zip code + 4:	
10. **County of Primary Performance**: Brevard	11. **Congressional District**: 8
12. **Performance in multiple counties: Yes or No. If yes, indicate the counties**. n/a	

I certify that the above information is correct.

_____ _____

Authorized Signature Date



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

FDACS CONTRACT #
026866

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of_____, 20___ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the City of Cocoa, ("SUBRECIPIENT"). The SUBRECIPIENT shall perform the Scope of Work as outlined in Attachment A, hereby incorporated and attached hereto.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

This contract is a three-year program and the Subrecipient will receive a one-year contract with two renewals totaling $55,000.00. Contract renewal for years one and two are contingent upon successful completion of the previous year's contract.

The first year will have an award amount of $25,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). This year will be the development of a local tree inventory/hazardous tree inventory on non-federal public properties (includes parks, rights-of-way and preserves).

The second year will have an award amount of $15,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). This year will be for creating a management plan to guide the management of urban trees on non-federal properties. Management planning must include tree care ordinance review or suggested language for a new ordinance. Plans must also utilize the information from the first-year tree inventory, priority planting areas, canopy goals and metric on how to measure progress.

The third year will have an award amount of $15,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). This year is for tree planting. The planting project must relate to a goal and priority area set forth in the second-year management plan. An ISA Certified Arborist must oversee the installation of the trees and a three-year maintenance plan is required prior to planting. Funds may only be used for purchase and planting of trees/palms. Purchase and planting of shrubs and ground covers (not

sod) in conjunction with the tree planting may only serve as a matching cost and cannot be reimbursed. A sixty-day "grow-in period" is required prior to Certification.

In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 28th day of February of 2021 ("Term").

2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.

2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.

b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

a. The SUBRECIPIENT must provide quantifiable, measurable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the

successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work outlined in Attachment A.

3. Financial Management

a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.

b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.

b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly, beginning July 1, 2020. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan, Attachment B, hereby incorporated and attached hereto.

c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.

d. The payment request packet is downloadable from **http://forms.FDACS.gov/02019.pdf**.

e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.

g. **Travel and per diem costs are not allowable under this contract.**

h. No advance payments are allowed.

5. Payment of Reimbursement Requests

a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.

b. Payment requests for a percentage of work completed on each task deliverable are allowed.

c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.

d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.

(1) Reimbursement Request Form with required backup documentation.

(2) Final report summarizing what was accomplished with the grant funding.

(3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.

(4) Certification of Acceptance executed by a Florida Forest Service official.

The SUBRECIPIENT must submit the final claim for reimbursement to the RECEIPIENT on or before 30 days from the end of the term of the contract.

e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

a. "Program income includes but is not limited to income from

fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80

b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

a. The Budget Plan lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work including the completion of Deliverables.

b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

c. Prior approval, evidenced by contract amendment, is required for:

(1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.

(2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

a. The SUBRECIPIENT shall have an acknowledgement of the USDA Forest Service's support placed on any publication written

or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public. Minimum verbiage requirement is as follows: *"This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."*

b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.

c. Audiovisual means a product containing visual imagery or sound or both.

d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service".

e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

a. Equipment must be used in the project for which the federal funds are derived.

b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds $5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.

c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial

number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

d. A physical inventory is required at least once every two years.

e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.

f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.

b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.

c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights

subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.

d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.

2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.

3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.

5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.

7. In-kind contributions must be provided by a third party during the period for which they are being claimed.

8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.

2. The SUBRECIPIENT must have documented procurement procedures.

3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from **http://forms.FDACS.gov/02018.pdf**.

2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.

3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.

5. The RECIPIENT will give 48 hours of notice of any on site review.

6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.

7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

   a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.

   b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received

and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.

b. Disallow all or part of the cost of the services not in compliance.

c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:

(1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;

(2) Fails, to timely fulfill its obligations under the AGREEMENT;

(3) Improperly or illegally uses funds provided under this AGREEMENT; or

(4) Submits reports that are incorrect in any material respect.

b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

3. Financial Consequences

a. If final paperwork is not submitted within 45 days of completion of the project, payment to the SUBREICIPIENT will NOT be made.

b. Financial penalties for not completing Deliverables will be calculated by dividing the total award amount by the number of Deliverables unless otherwise noted in the Scope of Work. The financial penalty for missing Deliverables will be applied to the final payment.

K. CLOSE OUT

1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.

2. Post-close Out Adjustments
Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.

b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.

c. Audit provisions are not required for a SUBRECIPIENT who is an individual.

d. In the event that the SUBRECIPIENT expends $750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.

e. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

f. If the SUBRECIPIENT expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.

b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.

b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200

Subpart F will meet these requirements.

c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

a. Audits shall be performed annually to meet this requirement.

5. Sanctions

a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.

b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.

c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.

d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.

b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.

c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the

corrective action plan must include an explanation and specific reasons.

d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.

e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.

c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.

d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.

e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at **http://harvester.census.gov/fac/**.

f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief

Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

1. Nothing contained in the AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under the AGREEMENT.

2. Any changes to the AGREEMENT require the written approval of each party's authorized official.

3. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with the AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

4. The SUBRECIPIENT is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107.

6. The SUBRECIPIENT is informed that the employment of unauthorized aliens by any SUBRECIPIENT is considered a violation of Section 274A (e) of the Immigration and

Nationality Act. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the AGREEMENT.

7. The SUBRECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

8. This AGREEMENT is contingent upon the availability of funding from the federal agency. The AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.

9. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.

11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.

12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

N. PLANTING AND MAINTENANCE (IF APPLICABLE)

1. For installed tree or plant materials, a sixty (60) day grow-in-period and a Certification of Acceptance will be required after the project is completed. The planting and maintenance terms of this AGREEMENT start on the date of the Certification of Acceptance and continue for a period of three (3) years.

2. SUBRECIPIENT agrees to repair, or remove and replace at its expense, all or part of the project that falls below Standards. SUBRECIPIENT agrees to take basic precautions and actions as necessary to keep trees and plants free of disease and harmful insects. In the event any part or parts of the project, including all trees and plants, must be removed and replaced for any reason, replacements must meet the same grade, size, quality and other requirements as stipulated in the original plans and specifications.

3. SUBRECIPIENT will at all times maintain a safe work area and be responsible for oversight of litter and debris removal. Keep the grounds free of weeds. Mow or cut grasses to the proper length.

4. The above referenced responsibilities and functions to be performed by SUBRECIPIENT are subject to periodic inspections by the RECIPIENT. It is the intent of the parties that SUBRECIPIENT will be the owner of the plantings and other installations included in the grant application.

   a. **Planting**

      (1) Site Factors: Site factors influence long-term survivability. Check each site for mechanical, irrigation lines, electrical overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, rights-of-way, all hardscape improvements, site size, water table and specific tree space requirements.

      (2) Start with Quality Grade Trees: All planting stock or replacement stock must be Florida Grade #1 or better. Select trees with a quality trunk form, branch arrangement and canopy uniformity.

      (3) Tree Shipping, Handling and on-site Storage: Trees should be protected during shipping by a tarp or shipped in an enclosed truck. Trees should never be lifted by the trunk. Lift using root ball straps or container handles. On the jobsite, store trees

upright, in the shade, and irrigate twice daily with 5 gallons per caliper inch applied to the root ball until planting. Inspect root system quality. Check for kinked and/or circling roots. Do not store trees on asphalt.

(4) **Tree Preparation:** All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap; black weed cloth liner, plastic wrap, string, strapping etc., must be removed from the root ball before planting. Remove all biodegradable material from the upper 1/3 of the root ball.

Cut or shave circling roots before planting. Prune roots that circle or dive into soil. These roots could cause stability and health problems later.

Take precautions to separate materials extending above the soil surface where they can act as a wick and dry the surrounding soil.

If trees are planted with wire baskets around the root ball, the top two tiers of wire should be cut and removed after the root ball is set in the planting hole.

(5) **Planting Hole Preparation:** The planting hole should be at least three times the diameter of the root ball (where possible). Tree pit depth should be at or slightly less than the depth as the root ball. Place planting ball on existing soil so the tree will not settle. In no case should the trunk flair or first root emerging from the trunk be below the soil level.

Remove large rocks from the hole. Place the tree or palm in the center of the planting tree pit. Position the top of the root ball at or slightly above the surrounding soil surface.

Check to ensure the tree is positioned straight in the hole. Backfill with non-contaminated existing soil. When the hole is half full, slowly water and work the saturated soil.

Place no soil over the root ball at planting. Use of large amounts of organic matter in the backfill is not recommended. Secure the soil around the roots, and provide nourishment, water immediately after planting with 5 gallons of water per caliper inch. Rake the soil evenly around the entire planting area.

b. **Finishing Planting**

(1) **Mulch**: Mulch an area at least two feet or three times the diameter of the root ball to a depth of 2-4" with wood chips, bark mulch, shredded mulch, leaves or pine needles. Keep the mulch several inches away from the tree or palm trunk. Do not pile mulch directly against the tree trunk. Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.

(2) **Staking**: Stake only if necessary; for example, if the tree or palm will not stand on its own due to potential vandalism or strong winds. For palm staking and bracing: Wrap 5 layers of burlap under wood battens connected with steel bands. Adjust wood brace length to fit palm pounded into the ground then, toenail to the battens.

Use commercially available elastic materials for strapping or ties equally placed around the tree that allows for movement and increases in tree diameter. Biodegradable material is recommended. Do not use wire even if the wire is inside rubber hosing. Stakes and ties should remain on the trees no longer than one year to avoid girdling.

(3) **Pruning**: At the time of planting, remove only dead, diseased, damaged, rubbing, cross branches or fronds. After planting, remove sucker sprouts observed around the base of the tree.

Begin corrective/structural pruning approximately one year after planting. When pruning, do not remove more than 1/3 of the live crown during any one growing season.

(4) **Watering**: Start a regular watering schedule and follow it. Slow deep watering is recommended. Additional water will be needed during hot or dry periods. Promote tree root growth and stability by watering outward away from the trunk to the surrounding soil area. As the tree or palm establishes itself and grows, watering adjacent soil encourages root spread.

Different species of trees or palms and/or soil types need various degrees of watering. Monitor soil moisture, evaluate tree health and adjust irrigation schedules as needed. Non-irrigated sites need to be watched more closely.

(5) **Fertilizing**: Begin a fertilization program in the first year of planting. Broadcast fertilizing or fertilizer plugs or stakes are recommended. Fertilize lightly after the first year. Administer a balanced fertilizer. Fertilizer application rates should be based on the size of the tree or palm and their specific nutrient requirements. If micronutrient deficiencies are suspected, conduct a soil test, assess the results and revise the fertilization scheme.

This AGREEMENT may be amended at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative of each party.

In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

This AGREEMENT shall be controlled by Florida law, contrary or conflict of law provisions notwithstanding.

In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, the clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties hereto.

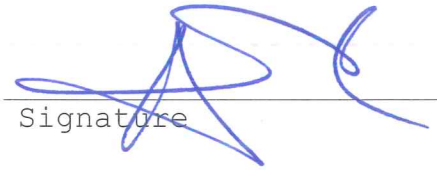
Special Conditions: See attachment_____ or _____ N/A
This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Will Liner and is located at Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, Florida, 32399-1650.

The Grant Manager for the SUBRECIPIENT is Anthony Hagan and is located at City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922-7982.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from the U.S. Department of Agriculture/U.S. Forest Service, federal financial assistance funding opportunity under FAIN #19-DG-11083112-001 and Catalog of Federal Domestic Assistance number 10.664, Cooperative Forestry Assistance.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	SUBRECIPIENT
	
Signature	Signature
Director of Administration	
Title	Title
3/4/20	
Date	Date

ATTACHMENT A
SCOPE OF WORK - YEAR ONE

CITY OF COCOA

Deliverable #1 - Inventory

Year one of the project will entail the City utilizing a qualified contractor to examine the City's Urban Forests located on all public properties and rights-of-way and establish an accurate inventory of the City's trees. The City requests $25,000 for year one and will utilize a cash match of $55,0000 to cover contracted work. This cost is based on informal quotes obtained by the City for the planning processes of this grant.

The outcome from the first year of the project will be a detailed inventory of all public trees and palms located within the Cocoa City limits. This inventory should include at a minimum the total number of trees, the types of each tree, their location, and the estimated health of the tree.

ATTACHMENT B

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

BUDGET PLAN

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 19-DG-11083112-001-B	Subrecipient FEIN: 59-6000292
Subrecipient Legal Name: City of Cocoa	

Category/Description	Cost per Unit	Number of Units	Grant Amount	Match Amount
Personnel -				
Fringe Benefits -				
Travel (not authorized)				
Equipment (not authorized)				
Supplies -				
Contractual (if authorized) -			$25,000.00	$55,000.00
Trees -				
Other Expenses -				
Total Direct Charges				
Indirect Charges -				
Total Amount			$25.000.00	$55,000.00

RESOLUTION NO. 2021-068

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 July, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-097-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3520 | DATE PREPARED: 07/13/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 17,213)	001-3520-572.31-11	GR2005	USDA Manage Forest Grant	$ 30,000	$ 30,000	$ 12,787	$ 17,213
$ 2,050	001-0000-331.39-12	GR2005	USDA / Forest Svc 26866	$ 15,000	$ 15,000	$ 17,050	$ 0
($ 2,050)	001-1600-513.39-00	GR2005	Contingency	$ 679,615	$ 143,719	$ 141,669	$ 143,719
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 17,213)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 17,213	001-1600-513.39-00	GR2005	Contingency	$ 679,615	$ 143,719	$ 160,932	$ 143,719
$ 2,050	001-3520-572.31-11	GR2005	USDA Manage Forest Grant	$ 30,000	$ 30,000	$ 32,050	$ 0
$ 2,050	001-3520-572.31-11	GR2005	USDA Manage Forest Grant	$ 30,000	$ 30,000	$ 32,050	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 21,313	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Part 1 of this BAF is to remove excess budget from year 1 urban forestry management grant. Part 2 is to provide budget for year 2 of the project GR2005. Part 3 is providing a 50% match for the year 2 grant spending to ensure the $4,100 budget needed for year 2. Agenda 21-478.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 07/27/21 ***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.

7/13/21 Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	7/13/21 Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	7/13/21 Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-491

File ID:	21-491	**Type:**	Resolution	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/09/2021
Subject:				**Final Action:**	

Title: 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

Internal Notes:

Sponsors:

Enactment Date:

Attachments: Ovivo_CO#1 proposal.pdf, Budget Resolution FY 2021- ADA Compliant.docx, BAF 21-093-UT-Clarifier Sweep Arm (7-27-21) Agenda 21-491.pdf, PO Amendment to T&Cs_SIGNED.pdf, Sellers WS21AR - Exemption to Competitive Bid Form_SIGNED.pdf, WS21AR_CO#1.pdf, OVIVO COI_Auto.pdf, OVIVO COI -General.pdf, 77722.pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter: dveloza@cocoafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Ovivo USA, LLC
4246 Riverboat Road Suite 300, Salt Lake City UT 84123 USA
P: 801-931-3000
ovivowater.com

Worldwide Experts in Water Treatment

Change Order_CO 1

Ovivo Project	RSW1229
Description	Repair Clarifier #1
Project Name	Repair Clarifier #1 Skimming Mechanism
Specification	Per existing clarifier drawings CSW754
Project PO	77722
Ovivo Proposal	Q110220A-S

Description	Delivery	Price
Additional materials for repairing damaged rake arm, including replacing the bent top chord (angle), replacing one damaged outer skimmer arm support, and replacing one damaged skimmer blade: - (4) sections of rake arm top-chord, 3 X 3 X ¼ X 10'-0", coated - (1) New skimmer blade - (1) New skimmer support - (2) gallons touch up paint - Freight	7-24-21	$13,010.00
Additional labor (4 days)	-	$28,000.00
Total Change Order Amount	**-**	**$41,010.00**

Original Project Delivery Date and Price	**2-4-21**	**$44,950.00**
New Project Delivery Date and Price	**8-1-21**	**$85,960.00**

This Change Order is for goods and/or services not originally included in the referenced Ovivo Proposal. Ovivo USA, LLC is not bound to the changes herein until this Change Order is fully executed. Except as specifically set forth herein all original terms and conditions, and all prior amendments and change orders, between the parties remain in full force and effect.

Accepted & Agreed:

Ovivo USA, LLC	
By:	Stephen Koontz
Signed:	*Stephen Koontz*
Date:	**6-28-21**

City of Cocoa, FL	
By:	
Signed:	
Date:	

RESOLUTION NO. 2021-067

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 July, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-093-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4120 | DATE PREPARED: 07/06/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 10,000)	421-4120-536.64-15	CA2102	IT HARDWARE	$ 10,000	$ 10,000	$ 0	$ 10,000
($ 12,000)	421-4120-536.55-00		TRAINING	$ 28,996	$ 28,996	$ 16,996	$ 13,161
($ 15,000)	421-4120-536.52-09		CHEMICALS	$ 121,792	$ 121,792	$ 106,792	$ 26,292
($ 4,000)	421-4120-536.44-00		RENTAL & LEASES	$ 7,600	$ 7,600	$ 3,600	$ 7,600
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 41,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 41,000	421-4120-536.46-00	WS21AR	REPAIRS & MAINTENANCE	$ 421,350	$ 269,207	$ 310,207	$ 41,655
$ 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
$ 41,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

TRANSFER FUNDS TO COVER PO 77722 DUE TO CHANGE ORDER FOR CLARIFIER SWEEP ARM REPAIR - SELLERS PLANT
Agenda # 21-491

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/27/21 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.

Rose Hochreiter Digitally signed by Rose Hochreiter Date: 2021.07.07 09:06:17 -04'00'	7/9/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.07.09 16:20:19 -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: 2021.07.07 10:03:46 -04'00'	7/12/21	Lora Howell Digitally signed by Lora Howell Date: 2021.07.12 09:31:27 -04'00'			
Date Department Director's Signature	Date	Deputy Fin. Director's Signature		Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/18/20 - IT

Amendment to PO Term & Conditions

In the event of conflict between the Purchase Order documents and the Amendment herein, the terms of the Amendment shall control. The parties are City of Cocoa ("Buyer") and Ovivo USA, LLC ("Seller").

Limitation of Liability and Consequential Damage Disclaimer
To the extent permissible by applicable law, Seller shall have no further liability in connection with this Contract in excess of the cost of correcting any defects, or in the absence of any defect, in excess of the value of the equipment supplied hereunder. However, notwithstanding any other provision of the Purchase Order to the contrary, in no event shall Seller be liable for any punitive, exemplary, special, incidental, or consequential loss or damage suffered by Buyer, or any other party, in connection with this Purchase Order.

Indemnity
Any and all indemnity obligations of Seller in connection with this Purchase Order shall be limited to the extent of to its negligence or willful misconduct.

City of Cocoa
("Buyer")

By: _____

Name: Stockton Whitten

Title: City Manager

Date: January 12, 2021

Ovivo USA, LLC
("Seller")

By: _____

Name: Tom Leland

Title: Vice President

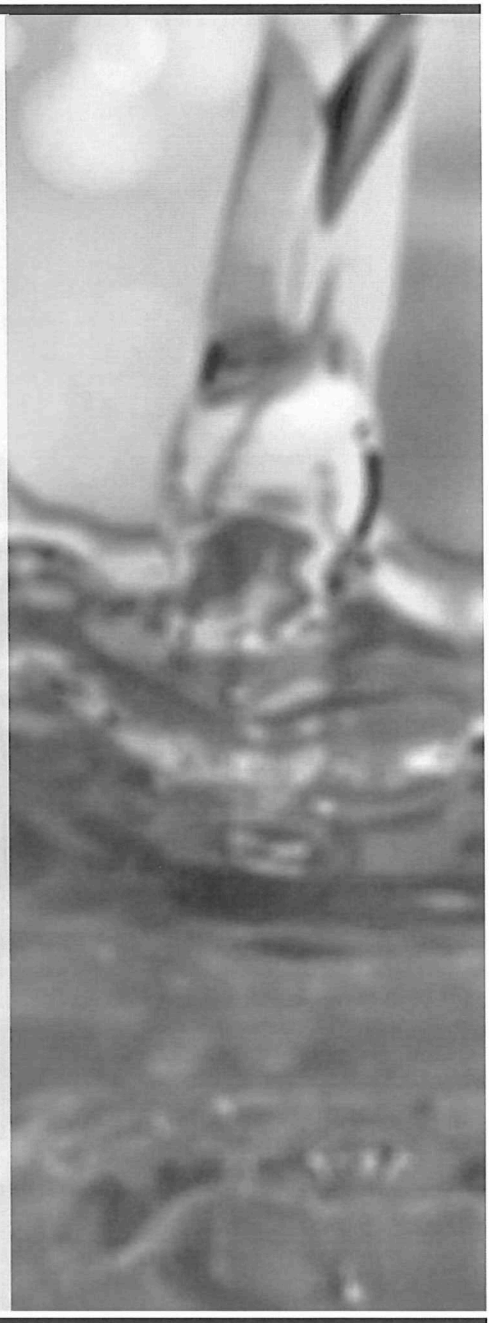
Date: 08 December 2020

OVIVO Worldwide Experts in Water Treatment

PROPOSAL

Q110220A-S

13 NOVEMBER 2020



JERRY SELLERS WRF
375 N. COCOA BLVD.
COCOA, FLORIDA 32922

(ONE) 110'-0 DIA. CLARIFIER NO: 1 MECHANSIM ALIGNMENT, FIELD ADJUSTMENT AND SKIMMING DEVICE REPLACEMENT

AREA REPRESENTATIVE

TSC Jacobs-North
Joe Sacco
(904) 524-9576
joetscjn@gmail.com

PREPARED BY:

Bill Stewart
Phone (801) 931-3265
Fax (801) 931-3080
bill.stewart@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT) is pleased to offer the following proposal to provide one (1) clarifier adjustment and skimming device replacement including installation services to repair the existing Ovivo clarifier installed under serial #CSW754-01.

ITEMS INCLUDED:

- Complete skimming device assemblies (2 per tank). Aluminum/Neoprene.
- Scum box supports (2 required), carbon steel with 2 coats shop paint. New anchors and hardware.
- Assembly fasteners – 304 stainless steel.
- One (1) year warranty - two (2) year warranty with Ovivo installation.
- Engineering
- FOB ship point freight prepaid and allowed

(REMOVAL AND INSTALLATION SERVICES):

We Include:

- Site mobilization.
- Florida State General Contractor CGC1523752
- Skimmer repairs.
  - Cutting and welding skimmer to correct orientation.
  - Installation of (2) new replacement skimming devices.
  - Installation of new scum box supports and alignment of existing scum box.
- Rake arm adjustment.
  - Marking level elevation for set up.
  - Shimming rake arms as needed.
  - Re-welding rake arm connections
  - Adjustment of existing squeegees.
- Field verification of existing floor elevations, including written report.
- Demolition and disposal of the existing equipment as described above.
- Service truck, mats, rigging and related equipment
- Two (2) year warranty parts & installation
- Demobilization of personnel and equipment
- 10 hours per day

Items NOT Included

- Any bonds and/or permits (if required), including but not limited to building permits
- Draining or cleaning of tank prior to start of installation
- Removal and/or disposal of any plant waste
- Electrical disconnect/installation or alteration of existing electrical supply
- Overtime work hours or removal of old debris

Price for installation and labor services for (1) one complete as described above: $44,950.00

Lead time is estimated at 4 weeks for equipment manufacture as described above

Lead time is estimated at 1 week for installation services as described above

DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PRICING TERMS

All prices quoted are in US Dollars. Prices are good for 45 days. After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are: One hundred percent (100%) payment due within forty five (45) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at the job site or they have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within forty five (45) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.
If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work

shall be borne solely by Purchaser. Full payment for all work shall be due and payable forty five (45) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

PURCHASE ORDER SUBMISSION

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road - Suite 300,
Salt Lake City, Utah 84123-2583
Fax #: 801-931-3080
Tel. #: 801-931-3265
bill.stewart@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected

storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

OVIVO

Worldwide Experts in Water Treatment

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER's FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tif* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. If PURCHASER deems it necessary, and within ten (10) days of PURCHASER's request, SELLER shall provide one or more Bonds in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – March 2020

Exemption to Competitive Purchase

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $35,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

SECTION A: General

Date: 11/30/20	Account:	421-4120-536.46-00		Amount Requested:	$ 44,950.00	
Dept/Div: *4055 Utilities/Engineering*	Requester: David Veloza, E.I.			Quote Attached:	☒ Yes	☐ No
Vendor (Name, Phone, Email)	Ovivo USA, LLC			Emergency Purchase:	☐ Yes	☒ No
Is Vendor Original Equipment Manufacturer (OEM)?	☒ Yes	☐ No	Single Source Purchase (If YES, attach no quote from vendor or email attempt to justify use of single source selection)		☐ Yes	☒ No
Can multiple vendors provide the same or salient product / service?	☐ Yes	☒ No	Sole Source Purchase (If YES, attach vendor memo, letterhead, stating sole source of product / service with OEM dealer, distributor, reseller authorization)		☒ Yes	☐ No
Is this purchase or project to be capitalized?	☐ Yes	☒ No	Standardization Purchase (If YES, provide detailed desciption, attach supporting documentation if applicable)		☐ Yes	☒ No

SECTION B: Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

Product or Service Description (Include Model / Part No., if applicable)	Sellers Clarifier #1 Mechanism Alignment, Field Adjustment and Skimming Device Replacement.
Describe purpose of product or service.	To repair the Clarifier #1 Skimming Arm Mechanism and Scum Box supports.
What features of product or service makes this unique and exceptional to other comparable products or services?	Ovivo was the manufacturer of the clarifier mechanism and replacement parts are to be purchased from them.
If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	Ovivo is the Original Equipment Manufacturer (OEM). We did a very similar repair to the other Clarifier (Clarifier #2) at Sellers in 2019, under a Sole Source Purchase from Ovivo.
If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	N/A

SECTION C: Justification of Due Diligence

Use this section to document effort to identify other sources of product or services. This section does not apply for Emergency Products or Services.

Brief description of efforts made to resource other providers of product or services.	Although there are other manufacturers that offer clarifier mechanisms, Ovivo's system cannot be replicated by other vendors while maintaining the warranty of the skimming arm.
Describe consequence to operations if exemption is not declared.	The plant's operating capacity will be severely impacted as it will only be operating on one out of two clarifiers.
How will department or program function if product or service is discontinued?	The plant may have to replace the entire rake arm mechanism which will be very costly.
Describe how pricing was determined to be most responsive, responsible and best value to department.	Ovivo are the only ones that can work on repairing this design.

Florida Statute 838.22(2), BRIBERY, MISUE OF PUBLIC OFFICE, which applies to public servants working for municipal government agencies, reads as follows: "It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a

Requesting Department Director Approval	John "Jack" Walsh	Digitally signed by John "Jack" Walsh Date: 2021.01.06 11:43:58 -05'00'	1/7/21
Purchasing Manager Approval	Heath Hancher	Digitally signed by Heath Hancher Date: 2021.01.07 12:38:52 -05'00'	1/7/21
Finance Director Approval	Rebecca Bowman	Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	
Finance Staff Comments			

Amendment to PO Terms & Conditions

In the event of conflict between the Purchaser Order documents and the Amendment herein, the terms of the Amendment shall control. The parties are City of Cocoa ("Buyer") and Ovivo USA, LLC ("Seller").

Limitation of Liability and Consequential Damage Disclaimer

To the extent permissible by applicable law, Seller shall have no further liability in connection with this Purchaser Order in excess of the cost of correcting any defects, or in the absence of any defect, in excess of the value of the equipment supplied hereunder. However, notwithstanding any other provision of the Purchaser Order to the contrary, in no event shall Seller be liable for any punitive, exemplary, special, incidental, or consequential loss or damage suffered by Buyer, or any other party, in connection with this Purchaser Order.

Indemnity

Any and all indemnity obligations of Seller in connection with this Purchaser Order shall be limited to the extent of to its negligence or willful misconduct.

City of Cocoa
("Buyer")

By: _____

Name: John A. Titkanich, Jr., AICP, ICMA-CM

Title: City Manager

Date: 2/06/19

Ovivo USA, LLC
("Seller")

By: _____

Name: VALERE MORISSETTE

Title: Senior Vice President

Date: 1-28-2019.

Carie Shealy

From: Maria Arenas-Daza
Sent: Wednesday, February 06, 2019 8:56 AM
To: Carie Shealy
Cc: Sonja Hamilton; Norma Hernandez; Kristoffer Smith
Subject: Sellers clarifier arm - City manager approval
Attachments: Amendment to PO terms.pdf; A Proposal.pdf; 912 - City of Cocoa.pdf; 15857623.pdf; Revised Amendment to Jerry Sellers WRF TC's.pdf; SS-UT-Ovivo (11-14-18) - Approved.pdf; FW: Jerry Sellers WRF -- Clarifier Receptor T's & C's; RE: Jerry Sellers WRF - Clarifier Repair

Carie,

Sellers needs to repair a damaged skimmer arm for Clarifier 2. For this, I obtained an approved sole-sourced proposal from Ovivo for **$30,088.00**. Ovivo's original terms & conditions (T&Cs) were not accepted by our attorney (Anthony Garganese) and thus Ovivo submitted an amendment with revised items for their T&Cs. Ovivo also submitted a revised COI that addresses Anthony's concerns.

Could you please ask the City Manager to sign the attached **amendment to the PO terms** so we can get this project moving forward?

I have attached the proposal, sole source form, the revisions of the T&Cs amendment, the revised COI, Anthony's e-mail explaining his concerns which were amended, and an e-mail from Sonja explaining her approval of Ovivo's amendments.

However, please do not hesitate to contact me if you have any questions.

Thanks,

Mia Arenas
City of Cocoa
Utilities Associate Engineer
(321) 423-0780

Carie Shealy

From: Sonja Hamilton
Sent: Monday, February 04, 2019 10:15 AM
To: Maria Arenas-Daza
Subject: FW: Jerry Sellers WRF -- Clarifier Receptor T's & C's
Attachments: Amendment to PO terms.pdf; A Proposal.pdf; Revised Amendment to Jerry Sellers WRF TC's.pdf; 912 - City of Cocoa.pdf; 15857623.pdf

Mia,

In order to accept the amendment (attached), including the changes to the Limitation of Liability and Consequential Damages Disclaimer we originally objected to (see below), a Certificate of General Liability naming City of Cocoa additionally insured with respects to GL and Workman's comp must accompany the Amendment for the City Manager's Signature. I find the other changes acceptable and in accordance with the Attorney's opinion.

> *Limiting a contractor's liability only to correcting defects or the value of equipment installed is not acceptable. The Contractor should submit an insurance certificate covering general liability and assuming the certificate meets the City's minimum requirements and is acceptable, the City should, at the very least, be protected by contractor's insurance coverage. Again, it is not acceptable in my view to contractually limit the City's ability to recover damages if the contractor is negligent on the job. Stricken. COI for general Liability and Workman's Comp must be submitted before PO can be issued.*

--Sonja

Sonja Hamilton
Purchasing & Contracts Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I shamilton@cocoafl.org
Fax: (321) 433-8860

From: Maria Arenas-Daza
Sent: Friday, February 01, 2019 8:43 AM
To: Sonja Hamilton <shamilton@cocoafl.org>
Subject: FW: Jerry Sellers WRF -- Clarifier Receptor T's & C's

Sonja,

Could you please review the attached amendment and verify that it fits the attorney's requirements? Let me know if you have any questions. Thank you very much!

Mia Arenas
City of Cocoa
Utilities Associate Engineer
(321) 423-0780

From: Paul Wachter [mailto:paultscjn@verizon.net]
Sent: Thursday, January 31, 2019 2:28 PM
To: Maria Arenas-Daza <marenas@cocoafl.org>
Subject: Fwd: Jerry Sellers WRF -- Clarifier Receptor T's & C's

Mia:

Are these the documents you needed?

Paul C Wachter
TSC Jacob's North
paultscjn@verizon.net
813-242-2660: Office
813-997-1527: Cell

Exemption to Competitive Purchase

An Exemption to Competitive Purchase shall be approved before routing the purchase requisition for purchases expected to total less than $35,000 in one fiscal year. This form shall be used to justify Emergency, Single-Source, Sole-Source and Standardization purchases.

SECTION A: General

Date: 11/30/20	Account:	421-4120-536.46-00		Amount Requested:	$ 44,950.00	
Dept/Div: *4055 Utilities/Engineering*	Requester: David Veloza, E.I.			Quote Attached:	☒ Yes	☐ No
Vendor (Name, Phone, Email)	Ovivo USA, LLC			Emergency Purchase:	☐ Yes	☒ No
Is Vendor Original Equipment Manufacturer (OEM)?	☒ Yes	☐ No	Single Source Purchase (If YES, attach no quote from vendor or email attempt to justify use of single source selection)		☐ Yes	☒ No
Can multiple vendors provide the same or salient product / service?	☐ Yes	☒ No	Sole Source Purchase (If YES, attach vendor memo, letterhead, stating sole source of product / service with OEM dealer, distributor, reseller authorization)		☒ Yes	☐ No
Is this purchase or project to be capitalized?	☐ Yes	☒ No	Standardization Purchase (If YES, provide detailed desciption, attach supporting documentation if applicable)		☐ Yes	☒ No

SECTION B: Justification

Use section to provide a detailed explanation of services or products and why an exemption to competitive purchase is justified. Include the purpose of the services or products and how it directly impacts department operations.

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What features of product or service makes this unique and exceptional to other comparable products or services?	Ovivo was the manufacturer of the clarifier mechanism and replacement parts are to be purchased from them.
If applicable, describe why this product or service is compatible to existing equipment, instrumentation or services. If not enter N/A.	Ovivo is the Original Equipment Manufacturer (OEM). We did a very similar repair to the other Clarifier (Clarifier #2) at Sellers in 2019, under a Sole Source Purchase from Ovivo.
If applicable, is this purchase in effort to support standardization of equipment or services? Provide description of how it will benefit department or operations. If not enter N/A.	N/A

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Brief description of efforts made to resource other providers of product or services.	Although there are other manufacturers that offer clarifier mechanisms, Ovivo's system cannot be replicated by other vendors while maintaining the warranty of the skimming arm.
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Requesting Department Director Approval	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	1/7/21
Purchasing Manager Approval	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	1/7/21
Finance Director Approval	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.01.08 08:32:36 -05'00'	
Finance Staff Comments		

Change Order

Project Name/Number:	Clarifier #1 Arm Repair Project/WS21AR
Purchase Order:	77722
Project Change Order Number:	1
City Change Order Number:	1
Original Contract Price:	$44,950.00
Total Purchase Order To Date:	$44,950.00
Total Increase in Contract Amount for Change Order:	$41,010.00
Total Adjusted Contract with Change:	**$85,960.00**
Number of calendar days contract is increased due to this change order:	4
Number of calendar days contract is decreased due to this change order:	0
Original Final Completion Date:	06/25/2021
Adjusted Final Completion Date:	**08/13/2021**
This change order is requested by:	Stephen Koontz, PE, Ovivo USA, LLC
This change order is recommended by:	Rawson M. Goff, Turning Water Industries

This Change Order shall encompass all expenses incidental to the work, also including materials and labor. Following the execution of this Change Order there are no pending requests for time or costs associated with the project. The undersigned agree to the terms of this change order.

Contractor/Date
Stephen Koontz Stephen Koontz 7-7-21

Engineer/Date
07/09/2021

Project Manager/Date

Utilities Director/Date

Justification:

On June 21st, 2021, Ovivo's contractor (Turning Water Industries) arrived at the Jerry Sellers WRF plant to start construction. However, Turning Water Industries noticed that the rake arm was in worse condition than reported during a site visit back in October 29th, 2020 (see attached figures). The contractor requested that additional parts would be needed in order to restore the clarifier rake arm properly and to prevent future damages that would lead to future costs. These additional parts include sections of the rake arm top-chord, new skimmer blade, new skimmer support, and gallons of touch up paint.

Proposal Costs:

Description	Delivery	Price
(4) sections of rake arm top-chord, 3 X 3 X ¼ X 10'-0", coated	8-1—2021	
(1) New skimmer blade	8-1-2021	
(1) New skimmer support	8-1-2021	
(2) gallons touch up paint	8-1-2021	
Freight	8-1-2021	
Subtotal Cost:		$13,010.00
(4 days) Additional Labor		
Subtotal Cost:		$28,000.00
Total Cost:		**$41,010.00**

Contract Time:

Originally the contract time was a week but this change order will add 4 days. The project is now estimated to take place in the first two weeks of August (08/02/2021-08/13/2021).

Payment:

Total adjusted contract amount ($85,960.00) will still follow Ovivo USA, LLC's payment terms of paying 100% of contract amount within 45 days after the receipt of invoice. Receipt of invoice occurs either when all materials are delivered on site or when all materials have been successfully installed by an Ovivo contractor and field service check-out and start-up procedure is finalized.

BAF form will be provided to show how City will budget the proposed cost of the change order. Important to note that the BAF form shows $41,000.00 being budgeted. The remaining $10 already exists in the account that was used to pay for the original scope of this project.

Change Order

The following modification(s) to the Contract are hereby Ordered:

Please see the attached change order request from Ovivo USA, LLC.



Figure 1



Figure 2



Figure 3

Ovivo USA, LLC
4246 Riverboat Road Suite 300, Salt Lake City UT 84123 USA
P: 801-931-3000
ovivowater.com

Worldwide Experts in Water Treatment

Change Order_CO 1

Ovivo Project	RSW1229
Description	Repair Clarifier #1
Project Name	Repair Clarifier #1 Skimming Mechanism
Specification	Per existing clarifier drawings CSW754
Project PO	77722
Ovivo Proposal	Q110220A-S

Description	Delivery	Price
Additional materials for repairing damaged rake arm, including replacing the bent top chord (angle), replacing one damaged outer skimmer arm support, and replacing one damaged skimmer blade: - (4) sections of rake arm top-chord, 3 X 3 X ¼ X 10'-0", coated - (1) New skimmer blade - (1) New skimmer support - (2) gallons touch up paint - Freight	7-24-21	$13,010.00
Additional labor (4 days)	-	$28,000.00
Total Change Order Amount	**-**	**$41,010.00**

Original Project Delivery Date and Price	**2-4-21**	**$44,950.00**
New Project Delivery Date and Price	**8-1-21**	**$85,960.00**

This Change Order is for goods and/or services not originally included in the referenced Ovivo Proposal. Ovivo USA, LLC is not bound to the changes herein until this Change Order is fully executed. Except as specifically set forth herein all original terms and conditions, and all prior amendments and change orders, between the parties remain in full force and effect.

Accepted & Agreed:

Ovivo USA, LLC	
By:	Stephen Koontz
Signed:	*Stephen Koontz*
Date:	**6-28-21**

City of Cocoa, FL	
By:	
Signed:	
Date:	

PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT) is pleased to offer the following proposal to provide one (1) clarifier adjustment and skimming device replacement including installation services to repair the existing Ovivo clarifier installed under serial #CSW754-01.

ITEMS INCLUDED:

- Complete skimming device assemblies (2 per tank). Aluminum/Neoprene.
- Scum box supports (2 required), carbon steel with 2 coats shop paint. New anchors and hardware.
- Assembly fasteners – 304 stainless steel.
- One (1) year warranty - two (2) year warranty with Ovivo installation.
- Engineering
- FOB ship point freight prepaid and allowed

(REMOVAL AND INSTALLATION SERVICES):

We Include:

- Site mobilization.
- Florida State General Contractor CGC1523752
- Skimmer repairs.
    - Cutting and welding skimmer to correct orientation.
    - Installation of (2) new replacement skimming devices.
    - Installation of new scum box supports and alignment of existing scum box.
- Rake arm adjustment.
    - Marking level elevation for set up.
    - Shimming rake arms as needed.
    - Re-welding rake arm connections
    - Adjustment of existing squeegees.
- Field verification of existing floor elevations, including written report.
- Demolition and disposal of the existing equipment as described above.
- Service truck, mats, rigging and related equipment
- Two (2) year warranty parts & installation
- Demobilization of personnel and equipment
- 10 hours per day

Items NOT Included

- Any bonds and/or permits (if required), including but not limited to building permits
- Draining or cleaning of tank prior to start of installation
- Removal and/or disposal of any plant waste
- Electrical disconnect/installation or alteration of existing electrical supply
- Overtime work hours or removal of old debris

Price for installation and labor services for (1) one complete as described above: $44,950.00

Lead time is estimated at 4 weeks for equipment manufacture as described above

Lead time is estimated at 1 week for installation services as described above

SERVICE

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 77722

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 8314
VENDOR FAX NO.: 801-931-3080
VENDOR PH NO.: 801-931-3000

DATE 2/04/2021
DATE REQUIRED 9/30/2021

OVIVO USA, LLC
4246 RIVERBOAT RD
SUITE 300
SALT LAKE CITY UT 84123

DELIVER TO:

City of Cocoa
ENGINEERING DEPARTMENT
351 SHEARER BLVD.
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # CS 0000042310 N.E. HERNANDEZ/DV/4055

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	44950.00	SUM	TO REPAIR THE CLARIFIER #1 SKIMMING ARM MECHANISM AND SCUM BOX SUPPORTS UNDER SERIAL #CSW754-01 AT THE JERRY SELLERS WATER RECLAMATION FACILITY. SERVICES INCLUDE: - SITE MOBILIZATION - FLORIDA STATE GENERAL CONTRACTOR CGC1523752 - SKIMMER REPAIRS - RAKE ARM ADJUSTMENT - FIELD VERIFICATION OF EXISTING FLOOR ELEVATIONS, INCLUDING WRITTEN REPORT - DEMOLITION AND DISPOSAL OF THE EXISTING EQUIPMENT AS DESCRIBED ABOVE - SERVICE TRUCK, MATS, RIGGING AND RELATED EQUIPMENT - TWO (2) YEAR WARRANTY PARTS & INSTALLATION - DEMOBILIZATION OF PERSONNEL AND EQUIPMENT - 10 HOURS PER DAY REFERENCE PROPOSAL #Q110220A-S **********OPERATING REVENUE**********	1.0000	44950.00
				TOTAL	44950.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42141205364600

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

City of Cocoa Budget Adjustment Form FY 2021 -

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4120 | DATE PREPARED: 07/06/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 10,000)	421-4120-536.64-15		IT HARDWARE	$ 0	$ 0	($ 10,000)	$ 0
($ 12,000)	421-4120-536.55-00		TRAINING	$ 0	$ 0	($ 12,000)	$ 0
($ 15,000)	421-4120-536.52-09		CHEMICALS	$ 0	$ 0	($ 15,000)	$ 0
($ 4,000)	421-4120-536.44-00		RENTAL & LEASES	$ 0	$ 0	($ 4,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 41,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 41,000	421-4120-536.46-00	WS21AR	REPAIRS & MAINTENANCE	$ 0	$ 0	$ 41,000	$ 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
$ 41,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

TRANSFER FUNDS TO COVER PO 77722 DUE TO CHANGE ORDER FOR CLARIFIER SWEEP ARM REPAIR - SELLERS PLANT

Council/Board APPROVAL REQUIRED? *YES* ◯ *NO* ◉ *DATE APPROVED:* _____ *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.

Rose Hochreiter Digitally signed by Rose Hochreiter Date: 2021.07.07 09:06:17 -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: 2021.07.07 10:03:46 -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

11/28/2021 | DATE (MM/DD/YYYY) 11/24/2020

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 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	**CONTACT NAME:**	
		PHONE (A/C, No, Ext):	**FAX (A/C, No):**
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : The Travelers Indemnity Company	25658
INSURED 1389835	OVIVO USA, LLC 4246 RIVERBOAT, SUITE 300 SALT LAKE CITY UT 84123	**INSURER B :** The Travelers Indemnity Company of Connecticut	25682
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15857623 **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	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	[ ] OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	N	BA1L985733	11/28/2020	11/28/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	[X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	[ ] DED [ ] RETENTION $							$ XXXXXXX
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	N/A	N	UB8J385783	11/28/2020	11/28/2021	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	AUTO PHYSICAL DAMAGE	N	N	BA1L985733	11/28/2020	11/28/2021	COMP. DED: $1,000 COLL. DED: $1,000	

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

RE: PROJECT: JERRY SELLERS WRF PROJECT; CITY OF COCOA IS ADDITIONAL INSURED ON AUTO LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

15857623
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

Joseph M Agnello

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2001 McGill College Avenue, Suite 2200 Montreal, QC H3A 1G1
T. 514 843-3632 | 1 800 465-2842 | F. 514 843-3842

CERTIFICATE OF INSURANCE
Nº OVIVUSA-06 / 2020/ **912**

THIS IS TO CERTIFY TO:	City of Cocoa 65 Stone Street Cocoa, FL 32922 U.S.A

that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

NAMED INSURED:	Ovivo USA, LLC
ADDRESS:	4246 Riverboat Road, Suite 300, Salt Lake City, Utah, 84123, United States

Description of operations and/or activities and/or locations and/or vehicles to which this certificate applies:

Project: Jerry Sellers WRF Project.

TYPE	INSURER	POLICY Nº.	POLICY PERIOD from (mm/dd/yyyy) to (mm/dd/yyyy)	LIMIT OF INSURANCE
Commercial General Liability (Occurrence Form)	AIG Insurance Company of Canada	66458481 & 02LX067988403-05	From 09/30/2020 to 09/30/2021	USD 1,000,000 Each Occurrence for Bodily Injury and Property Damage USD USD 1,000,000 Policy Annual Aggregate USD USD 1,000,000 Annual Aggregate in respect of Products and Completed Operations USD 1,000,000 Personal and Advertising Injury USD 5,000 Medical Expense

Additional Insured: Additional Insured: It is understood and agreed that City of Cocoa is/are added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured as it relates to the activity to which this certificate applies.

Additional Information:

Special clauses: Worldwide Coverage Cross Liability & Severability of Interest Clause

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Limits shown above may be reduced by Claims or Expenses paid.

BFL CANADA Risk and Insurance Inc.

Signed in Montreal on November 30, 2020

Per: _____

Authorized Representative

Policy issued via Lockton Companies, LLC, 444 W. 47th Street, Suite 900, Kansas City, MO 64112

SERVICE

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 77722

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 8314
VENDOR FAX NO.: 801-931-3080
VENDOR PH NO.: 801-931-3000

DATE 2/04/2021
DATE REQUIRED 9/30/2021

OVIVO USA, LLC
4246 RIVERBOAT RD
SUITE 300
SALT LAKE CITY UT 84123

DELIVER TO:

City of Cocoa
ENGINEERING DEPARTMENT
351 SHEARER BLVD.
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # CS 0000042310 N.E. HERNANDEZ/DV/4055

F.O.B.

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City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

accountspayable@cocoafl.org

ACCOUNT NUMBER

42141205364600

CITY OF COCOA

Purchasing Agent

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3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

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5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-496

File ID:	21-496	**Type:**	Contract	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/02/2021
Subject:				**Final Action:**	

Title: 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.

Internal Notes:

Sponsors: **Enactment Date:**

Attachments: B71973 FUEL SITES JSR Enterprises .pdf, CoC Fleet Bldg - Site (FUEL TANKS #1).pdf, CoC Fleet Bldg - Site (FUEL TANKS #2).pdf, Cocoa Fleet fuel tank location - 2.pdf, Est_4490_from_JSR_Enterprises_East_Coast_LLC_2176.pdf, Est_4491_from_JSR_Enterprises_East_Coast_LLC_2176.pdf, Fleet new Refueling diagram.pdf, Fleet Refueling diagram-current.pdf, MOU - JSR.pdf, PARTIALLY EXECUTED Standar For for Piggyback Contract (JSR Fueling Tech).pdf, SIGNED E-Verify Contractor Affidavit.pdf, Budget Resolution FY 2021-ADA Compliant.docx, BAF 21-095-T-1 Stormwater Fuel Tank (7-27-21)Agenda 21-496.pdf, BAF 21-095-T-2 Water-Sewer Fuel Tank (7-27-21)Agenda 21-496.pdf, Resolution 2021-062 Contingency Fuel Facilty Rehab.doc, REVISED PARTIALLY EXECUTED Standard form Piggyback Contract (JSR Fueling Tech).pdf

Enactment Number:

Recommendation:

Hearing Date:

Drafter: tjones@cocoafl.org

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
August 29, 2019
B#7-19-73/ Fuel Pump, Fuel Site, and Tank Repair and Inspection Services

PROCUREMENT ANALYST: Stephanie Reynolds

CONTRACTOR	CONTRACTOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
JSR Enterprises East Coast LLC	**West Melbourne, FL**	**Yes**	**ALL**	**Item 1, 2, 3, 4, 5. See Tabulation**
Petroleum Technician, Inc	Deland, FL	Yes	None	None
Guardian Fueling Technologies LLC	Sanford, FL	Yes	None	None

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Darling Jr., Purchasing Manager

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
☐ Award to low bid, less than three responses received.

FOR PURCHASING USE ONLY:
☐ ONE-TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE: August 29, 2019 ENDING DATE: August 28, 2022
RENEWAL OPTION ☐ One year ☒ Other Optional Two One Year Renewals

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☐ Please provide performance and payment bonds as required.
☐ OTHER:

SUBMIT SEALED BID TO:
BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940

Brevard COUNTY Purchasing Services

INVITATION TO BID
Bid Acknowledgment

PROCUREMENT ANALYST: Stephanie Reynolds (321) 617-7390 Ext. 5-9336
xxx@brevardfl.gov

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink

RELEASE DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE AND TIME:
July 25, 2019	FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES	B-7-19-73	August 16, 2019 @ 2:00pm

PRE-BID DATE, TIME, AND LOCATION: None scheduled

BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:
JSR Enterprises East Coat, LLC
d/b/a JSR Fueling Technologies, LLC.
700 S. John Rodes Blvd (Suite A-5)
West Melbourne, Florida 32904

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(321) 403-4646

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
46-3035170

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

X _____
AUTHORIZED SIGNATURE (*MANUAL*)

Joshua Glaz
NAME (*PRINTED*)

Contractor
TITLE

8/15/2019
DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 15 day of August 2019.
Personally known: ☑
Or produced identification: ☐ Type of ID: _____

Donna M. Purdy — FL
SIGNATURE OF NOTARY PUBLIC — STATE

Donna M. Purdy
NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: Aug. 9, 2022

(AFFIX SEAL or STAMP)

NOTARY PUBLIC STATE OF FLORIDA
DONNA M. PURDY
MY COMMISSION # GG 236526
EXPIRES: August 9, 2022
Bonded Thru Notary Public Underwriters

BOND DATA

CONTRACTOR MUST PROVIDE: **AMOUNT:**

Yes ☐ No ☒ BID BOND _____
Yes ☐ No ☒ PERFORMANCE BOND _____
Yes ☐ No ☒ LABOR, MATERIAL, PERFORMANCE BOND _____

In cases where the amount of a surety bond exceeds $500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
$ 1,000,000	I	$ 25,000,000	V
$ 2,000,000	II	$ 50,000,000	VI
$ 5,000,000	III	$ 100,000,000	VII
$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Licensee Details

Licensee Information

Name:	**GHIZ, JOSHUA HARVEY SR (Primary Name)** **JSR FUELING TECHNOLIGIES, LLC. (DBA Name)**
Main Address:	**261 BOUGAINVILLEA ST** **PALM BAY Florida 32907**
County:	**BREVARD**
License Mailing:	
LicenseLocation:	**700 S JOHN RHODES BLVD 5-A** **WEST MELBOURNE FL 32904**
County:	**BREVARD**

License Information

License Type:	**Certified Pollutant Storage System Contractor**
Rank:	**Cert Pollutant**
License Number:	**PCC1256948**
Status:	**Current,Active**
Licensure Date:	**10/08/2015**
Expires:	**08/31/2020**

Special Qualifications	**Qualification Effective**
Construction Business	**10/08/2015**

Alternate Names

View Related License Information
View License Complaint

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES
BID # B-7-19-73
PRICE SHEET

1. Technician Hourly Rate for Repairs, Normal Operating hours 7:00 AM to 5:00 PM
   Hourly rate including all equipment, mileage and overhead, as specified $ 75.00 /hour

2. Technician Hourly Rate for Repairs, Overtime Hours - Monday to Friday after 5 p.m. and Saturday and Sunday Hourly rate including all equipment, mileage and overhead
   (to include Board approved holidays). $ 75.00 /hour

3. Repair Service Call as specified $ 375.00 /each

4. Annual Compliance Inspection and required testing in accordance with Chapters 62-762 and 62-761, F.A.C. $ 675.00 per annual inspection

5. All parts at cost including 13 % markup (not to exceed 15%).

6. Contaminated Liquid Disposal, as specified $ 0.40 /gallon

7. Pollutant Storage Systems Contractor's License Number PCC 1256948

Award will be based on the following percentages:
Normal Operating Hours 20%; Overtime Hours 20%; Repair Service Call 20%, Inspection 20%; Contaminated Fluids 10%, Parts Markup 10%

*A sample score sheet is attached (Pg. 19) to explain the methodology used to determine the lowest bidder.

PROMPT PAYMENT DISCOUNT
Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:_____

ADDENDUM ACKNOWLEDGMENT:

Add. No._____ Dated_____ / Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Bid # 7-19-73/Fuel Pump, Fuel Site & Tank Repair and Inspection Services.

CONTRACTOR NAME Joshua Ghiz

ADDRESS 700 S. John Rodes Blvd. (Suite A-5) West Melbourne, Florida 32904

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE Joshua Ghiz DATE 8/15/2019

TELEPHONE # 321-403-4646 FAX # NA

EMAIL: JSREnterprisesllc@gmail.com

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES
BID # B-7-19-73

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES
BID # B-7-19-73
REFERENCE FORM

List a minimum of three / maximum five customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Brevard County School Board
Date of Services: 05/01/2019
Description of Services: cleaned and resealed failed sumps/buckets, Installed Split repair boots for testing, supplied testing reports
Street Address: 52 Holland Crt
City, State, ZIP Code: Satellite Beach, FL 32937
Telephone #: 321-302-9075 Fax #: NA
Contact Person: Glen Bob Enstice Email: Enstice.Glen@Brevardschools.org

Ref #2. Customer/Client: Charter Communications
Date of Services:
Description of Services: Install (2) NEW 500 gallon tanks, Install 3/4" SS fuel supply and return lines, All necessary testing
Street Address: 720 S.Magnolia Ave
City, State, ZIP Code: Melbourne, FL 32935
Telephone #: (321) 210-9639 Fax #: NA
Contact Person: Byron Dey Email: Byron.Dey@charter.com

Ref #3. Customer/Client: Eau Gallie Electric Inc. - Tampa Water/South Pasco
Date of Services: Wellfeild
Description of Services:
Street Address: 2012 Aurora Rd
City, State, ZIP Code: Melbourne FL 32935
Telephone #: (321) 259-2885 Fax #: (321) 254-1518
Contact Person: Corey Derfuss Email: cderfuss@eg-electric.com

Ref #4. Customer/Client: FLORIDA DEPARTMENT OF TRANSPORTATION
Date of Services: Monthly
Description of Services: Documentation of monthly inspection of system, including interstitial monitoring, tank and piping.
Street Address: 555 Camp Road
City, State, ZIP Code: Cocoa,FL 32927
Telephone #: (321) 634-6045 Fax #: NA
Contact Person: Dona Turner Email: dona.turner@dot.state.fl.us

Ref #5. Customer/Client: Cocoa Cemex
Date of Services: 08/01/2019
Description of Services: Annual testing required for FDEP.
Street Address: 3345 Industry Rd
City, State, ZIP Code: Cocoa, FL 32926
Telephone #: (321) 636-5124 Fax #: (321) 636-5922
Contact Person: Douglas Borbone Email: douglase.borbone@cemex.com

CONTRACTOR NAME Joshua Ghiz
ADDRESS 700 S. John Rodes Blvd (Suite A-5) West Melbourne, Florida 32904
PRINTED SIGNATURE Joshua Ghiz
AUTHORIZED SIGNATURE
TELEPHONE # (321)403-4646 FAX# N/A DATE 08/09/2019
EMAIL: JSREnterprisesllc@gmail.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared

Joshua Ghiz, who, being by me first duly sworn, made the following statement:

1. The Business address of 700 S. John Rodes Blvd A-5, Melbourne FL 32904 (name of Contractor) is .

2. My relationship to JSR Fueling Technologies, LLC (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. JSR Fueling Technologies, LLC (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. JSR Fueling Technologies, LLC (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. JSR Fueling Technologies, LLC (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 15 day of August, 2019.

(AFFIX SEAL or STAMP)

DONNA M. PURDY
MY COMMISSION # GG 236526
EXPIRES: August 9, 2022
Bonded Thru Notary Public Underwriters

Donna M. Purdy
Notary Public

My commission expires:
Aug. 9, 2022

FUEL PUMP, FUEL SITE& TANK REPAIR AND INSPECTION SERVICES
BID # B-7-19-73
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

JSR Fueling Technologies, LLC
Business Name

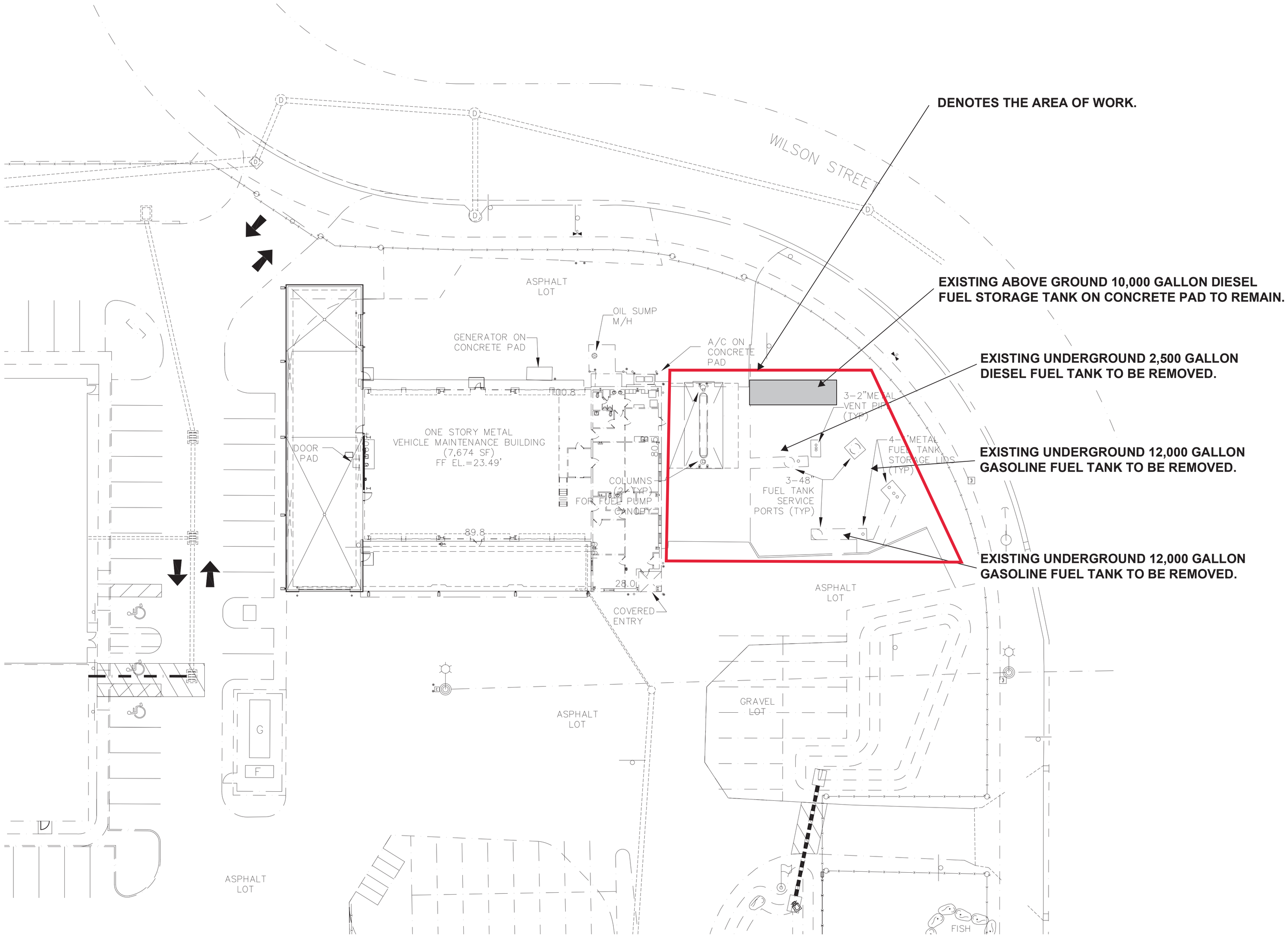
B-7-19-73 FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES
Bid Number and Name

Authorized Representative's Signature

8/15/2019
Date

Joshua Ghiz
Name

Contractor
Position



PROJECT NORTH

1 **FLEET BUILDING SITE PLAN**

SCALE: 1" = 20'

Architects RZK, Inc.
AA-C001568
600 FLORIDA AVENUE
SUITE 202
COCOA, FL 32922

T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS

CITY OF COCOA
FLEET BUILDING

301 SHEARER BLVD.
COCOA, FL

DRAWING TITLE:

FLEET BUILDING SITE PLAN

REMOVAL PLAN

JOHN C. ZWICK, R.A.
FL. REG. AR0009527

DATE: 02/01/16

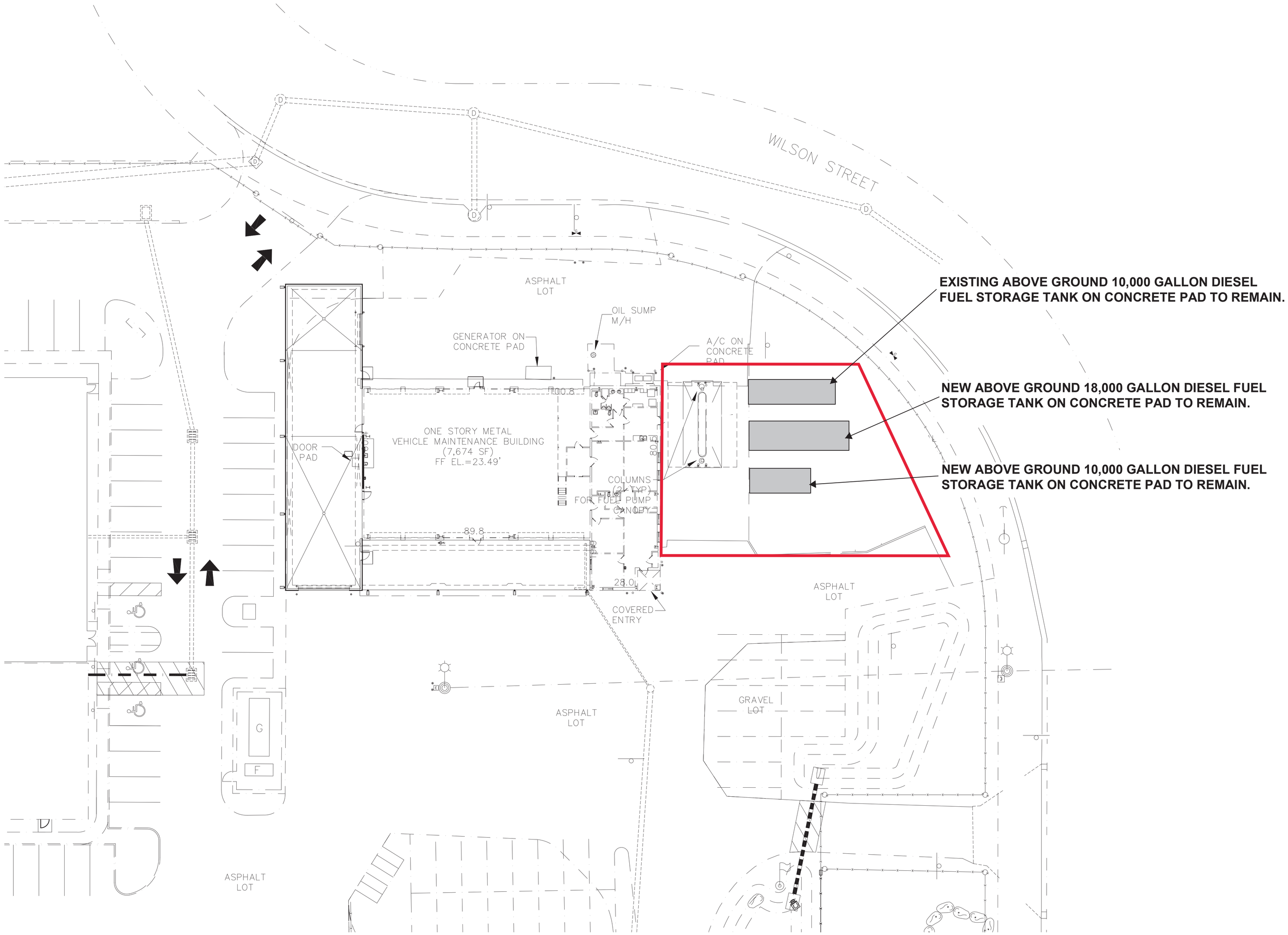
JOB NO.: 2015.27

DRAWN BY: CNK

CHECKED BY: JCZ

DRAWING NO.:

© 2015 ARCHITECTS RZK, INC.



PROJECT NORTH

1 **FLEET BUILDING SITE PLAN**

SCALE: 1" = 20'

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CITY OF COCOA
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301 SHEARER BLVD.
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JOHN C. ZWICK, R.A.
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DATE: 02/01/16

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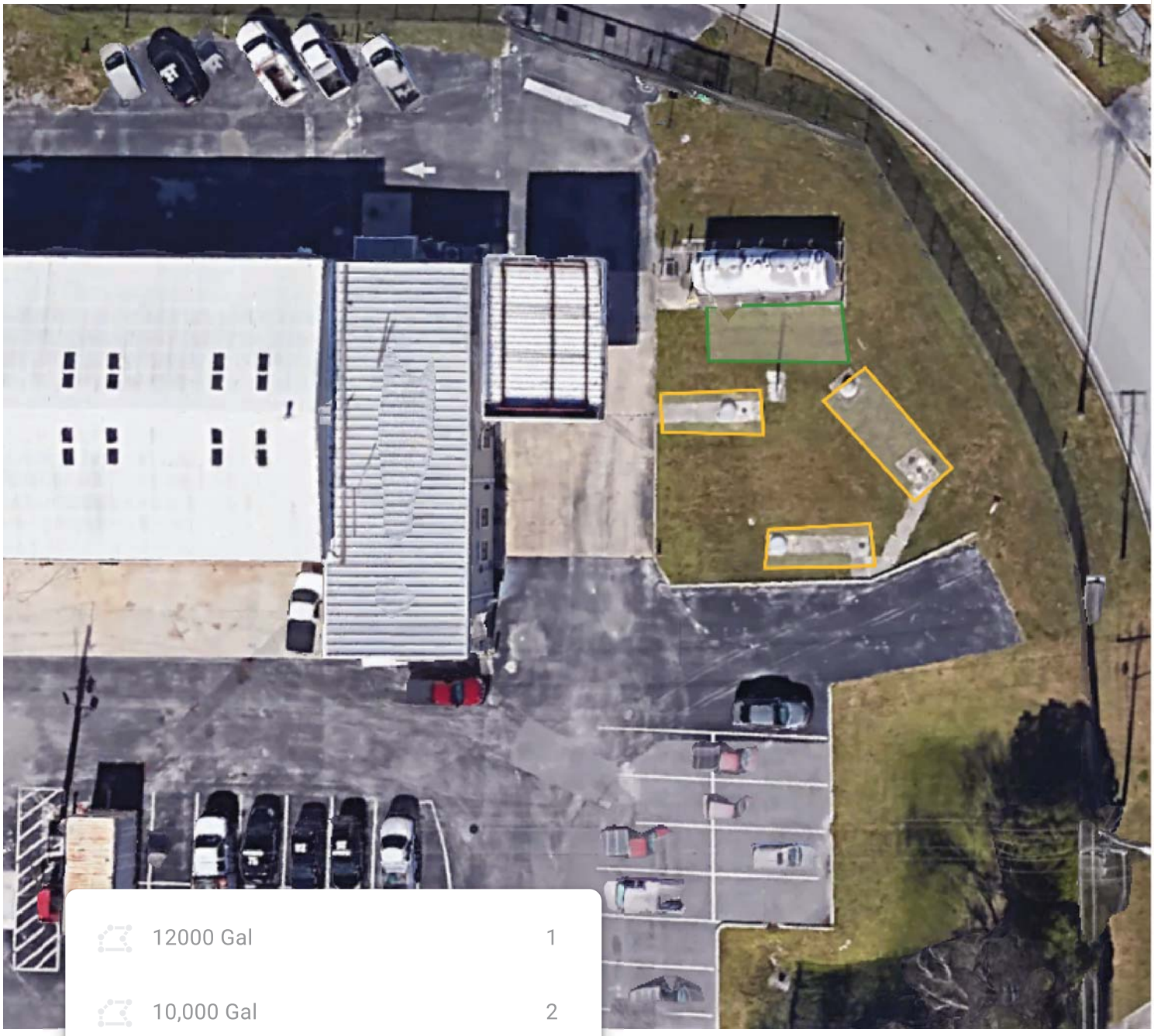
DRAWN BY: CNK

CHECKED BY: JCZ

DRAWING NO.:

© 2015 ARCHITECTS RZK, INC.

tank removal
Tony Jones



100% Camera: 126 m 28°21'42"N 80°44'12"W 5 m

JSR Enterprises East Coast LLC

d/b/a JSR Fueling Technologies, LLC.
3111 Skyway Cir Suite 111
Melbourne, FL 32934 - (321)-610-7044
JSREnterprisesLLC@Gmail.com

Estimate

Date	Estimate No.
5/17/2021	4490

CERTIFIED POLLUTANT STORAGE SYSTEM CONTRACTOR PCC 1256948

Name/Address

CITY OF COCOA
ATTN: Tony Jones
321-355-8926

Job Site Address

Fleet
301 Shearer Blvd
Cocoa, FL 32922

Description
JSR will supply and install all parts listed below, JSR will be responsible for all permits and engineering for this install, JSR will be responsible for the turn key operation. JSR will be using existing fuel management unit during the installation JSR will caution off area, fill and compact area for new tank build. Even ground, set boards, lay rebar then pour concrete, JSR will have the tank set and mounted, install equipment necessary onto tank, JSR will mount dispensers, fill boxes then pipe them all in place installing all FDEP Approved equipment. JSR will have the lines and tank tested for FDEP. Once approved, The City of Cocoa can have tank filled and then JSR will purge and calibrate lines and dispensers, turn over system to the City. JSR will be responsible for all appropriate permits, and notifications with local jurisdiction and the FDEP. JSR will provide the county with a list of FDEP Approved Equipment numbers for all equipment installed that have equipment approvals (specifically for the tank, overfill prevention equipment, release detection equipment, and spill containment). JSR will provide the city with documentation of the level of vacuum from the manufacture and again at the time of setting the tank in place. JSR will ensure overfill prevention methods (remote fill valve, high level sensor, clock gauge, ect.) are set at proper level and tested for functionality and will provide the county with documentation stating that the overfill prevention methods were tested and properly set at 90%. JSR will properly mark clock gauges per manufacturer's instructions. JSR will test rupture basin/interstitial sensor and provide county with documentation of test preformed JSR will preform hydrostatic test of both spill containers following installation and provide the county with copy of the test results. -ALL FDEP REQUIRED TESTING INCLUDED- Scope: Compact area for new tank pad. Demo out existing fuel island with (4) suction pump dispensers, form up new fuel island with for (2) 2-hose single product dispensers. Install engineered concrete anchor pad for new tank. Install NEW FDEP approved double wall pipe from new tank to fuel island. Replace double wall pipe from existing diesel system (suction), replace with new FDEP approved double wall pipe for pressure system. Install STP on existing diesel tank reconfiguration leak devises to pressure from suction. Supply and install NEW 18,000 gallon gasoline Fireguard UL-2085 above ground storage tank, STP, remote tank fill, and associated accessories. Supply and install Veeder-Root 450, 3-tank system, 2-dispenser sumps, 1- transition sumps, 3- interstitial sensors, 2- 10ft inventory probes, 1-48" inventory probe. . *Relocate existing FMS for NON-ethanol to new 500 gallon tank location *Add catwalk to existing Diesel tank, tank will need to be inert for welding. Permits , NOC Engineering for permit plan set (1) 18,000 Gallon aboveground cylindrical double wall Fireguard fire protected atmospheric storage tank, plate saddles welded on, 24" manway, (2) 10" emergency vents, zinc primer with a white urethane exterior finish paint, galvanized ladder & full length catwalk. () 500 gallon Fireguard (1) Galvanized catwalk for existing diesel tank. Crane Rental to hold new catwalk in place while welders attach brackets to existing Diesel tank. Inert Diesel tank for welding new catwalk brackets.

Terms and Conditions

Total

1. A signed change order will be required for any extras prior to proceeding.
2. Payment is due upon receipt of invoice per payment schedule.
3. Proposal estimate is valid for 30 days from issue date.
4. Assume that all existing electrical components, wiring and conduits can be used without modification.
5. Contractor is NOT responsible for damage to any on-site underground utilities not identified and/or located by owner.
6. Permit and Impact fees if applicable are not included in this estimate.
7. Any and all contamination discovered during excavation, handling of such, will be an extra charge.
8. Dewatering, sparing, sheet-pilling, and any unforeseen underground obstructions will be an extra charge.

Estimates including any and all steel products are subject to change daily until the price of steel stabilizes.

I have read, understand and agree to the above estimate and conditions contained within.

Responsible Party Name_____ Signature_____ Date_____

JSR Enterprises East Coast LLC

d/b/a JSR Fueling Technologies, LLC.
3111 Skyway Cir Suite 111
Melbourne, FL 32934 - (321)-610-7044
JSREnterprisesLLC@Gmail.com

Estimate

Date	Estimate No.
5/17/2021	4490

CERTIFIED POLLUTANT STORAGE SYSTEM CONTRACTOR PCC 1256948

Name/Address

CITY OF COCOA
ATTN: Tony Jones
321-355-8926

Job Site Address

Fleet
301 Shearer Blvd
Cocoa, FL 32922

Description
Certified Welder to weld on catwalk brackets. Concrete: 36' x 12' pad for tank with reinforced saddle foundation. 10 x 10" pad for 500 gallon tank and filling area Replace Raised island pad for dispensers, (32) Bollards buried 4' deep concrete filled, to be placed where needed for NFPA 30a. Compaction testing included. Concrete: 30 x 50 pad under canopy around island. Compaction testing included. . Removal and disposal of 6" reinforced concrete. (approximately 1500 sq ft) Parts and equipment to include: - (5) Hose retractor with base with anchor and hanging hardware. 2" pipe stand style with 25' hoses, swivel, break-away, nozzle. (2-Diesel, 3-Gas) - Morrison Bros 6" overfill valve for 3" pipe, drop tubes, check valve, ball valve caps, covers, and 3" pipe and fittings for remote fill for ea product. - (2) Morrison Bros Remote fill for 3" pipe, 3" dry break. (retro fit Diesel tank) - (2) Morrison Bros Clock gauge - (2) Veeder-Root Line Leak Detectors, retrofit Diesel. - (32) 4" Bollards sch 40, concrete filled, with cover - (2) OPW shear valves - (2) 2" solenoid valves for anti-siphon on tank - All piping on tank sch 40 304 stainless steel threaded. UNDERGROUND OPW Flexworks dispenser sumps, transition sump with boots and sealant, fiberglass, for GASBOY UNDERGROUND OPW Flexworks C15A-250 1 1/2" double wall fuel pipe, SS swede ends. 4" chase pipe Veeder-Root TLS or equivalent, (3) Probes, (3) sump sensors, (3) interstitial , Remote alarm at tanks with reset. (2) 3/4 HP RED Jacket STP with 4" seamless riser pipe. Gasboy tank mounted pump for NON-Ethanol, meter with pulse out option. Belden - 2-Conducter, 18 Gauge, Tinned Copper Wire w/ - 20 Gauge Tinned Copper Drain Wire - Aluminum Foil Polyester Tape Shield - Red Fluorinated Ethylene Propylene (FEP) Outer Jacket - Thin for Multiple Runs in Single Conduit - Ideal for Wiring ATG Probes - Direct Bury (2) 9153KF GASBOY 2-HOSE, 1-PRODUCT DISPENSER, MECHANICAL -External filters -Stainless Panels with startup Pulse out option for Fuel Management System

Total

Terms and Conditions

1. A signed change order will be required for any extras prior to proceeding.
2. Payment is due upon receipt of invoice per payment schedule.
3. Proposal estimate is valid for 30 days from issue date.
4. Assume that all existing electrical components, wiring and conduits can be used without modification.
5. Contractor is NOT responsible for damage to any on-site underground utilities not identified and/or located by owner.
6. Permit and Impact fees if applicable are not included in this estimate.
7. Any and all contamination discovered during excavation, handling of such, will be an extra charge.
8. Dewatering, sparing, sheet-pilling, and any unforeseen underground obstructions will be an extra charge.

Estimates including any and all steel products are subject to change daily until the price of steel stabilizes.

I have read, understand and agree to the above estimate and conditions contained within.

Responsible Party Name_____ Signature_____ Date_____

JSR Enterprises East Coast LLC

d/b/a JSR Fueling Technologies, LLC.
3111 Skyway Cir Suite 111
Melbourne, FL 32934 - (321)-610-7044
JSREnterprisesLLC@Gmail.com

Estimate

Date	Estimate No.
5/17/2021	4490

CERTIFIED POLLUTANT STORAGE SYSTEM CONTRACTOR PCC 1256948

Name/Address

CITY OF COCOA
ATTN: Tony Jones
321-355-8926

Job Site Address

Fleet
301 Shearer Blvd
Cocoa, FL 32922

Description
In-Bound Freight on Dispensers Equipment Freight Electrical - Installation of the following: Trench from building to new tank area, install conduits for STP Pumps for (3) tanks, Veeder-Root sensors, Remote Alarm. Remove existing electrical cabinet and relocate outside fueling area. Replace fiber, data, power, and e-stop. Replace conduits to fuel island dispensers (3), 1-sensor conduit, 1-power conduit 1-pulse conduit to FMS Backfill trench and concrete over. Build SS unistrut holder for remote alarm, reset for tank filling. Installation of 3/4" rigid conduit and Explosion Proof fittings for (3) STP pumps, tank sensors, dispensers, Fuel Management pedestal and any sensor wires. Supply/Install STP control boxes for pump controls. Supply and install approved wire to all devises. Electrical - Installation of the following: VEEDER-ROOT 450, console, probes, sensors, leak detectors, programming, communication, with start-up.

Terms and Conditions

Total $480,195.31

1. A signed change order will be required for any extras prior to proceeding.
2. Payment is due upon receipt of invoice per payment schedule.
3. Proposal estimate is valid for 30 days from issue date.
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5. Contractor is NOT responsible for damage to any on-site underground utilities not identified and/or located by owner.
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Responsible Party Name_____ Signature_____ Date_____

JSR Enterprises East Coast LLC

d/b/a JSR Fueling Technologies, LLC.
3111 Skyway Cir Suite 111
Melbourne, FL 32934 - (321)-610-7044
JSREnterprisesLLC@Gmail.com

Estimate

Date	Estimate No.
5/17/2021	4491

CERTIFIED POLLUTANT STORAGE SYSTEM CONTRACTOR PCC 1256948

Name/Address

CITY OF COCOA
ATTN: Tony Jones
321-355-8926

Job Site Address

Fleet
301 Shearer Blvd
Cocoa, FL 32922
FAC# 8521307

Description
City of Cocoa Fleet - Tank Removal Mobilization and demobilization. PERMITS FAC # 8521307 UNDERGROUND TANK REMOVAL INCLUDES: -FILTER AND TRANSFER OF ANY RESIDUAL FUELS/OILS FROM UNDERGROUND TANKS TO NEW FUEL TANK LOCATED ON PROPERTY. -TRIPLE RINSE (BUTTERWORTH) OF UNDERGROUND TANKS. -DISCONNECTING FLUSHING LINES FROM FUEL ISLAND. -REMOVAL OF (1) 12,000 Gasoline, (1) 10,000 Gasoline, (1) 2500 Diesel UNDERGROUND STORAGE TANKS. -DISPOSAL OF UNDERGROUND FUEL TANK TO DEP APPROVED LANDFILL OR WASTE PROCESSOR. -REMOVAL OF ALL UNDERGROUND PIPING FROM TANK TO (1) ISLANDS. -BACKFLUSHING LINES FROM DISPENSERS TO TANK. -REMOVAL OF ACCESSIBLE PRODUCT PIPING FROM TANKS TO DISPENSERS. -Does not include removal of any impacted soils if found. -Removal of impacted soils will be done at $7.25 ton at time of removal. CLEAN FILL DIRT .160 cy with compaction, sod over disturbed areas. Disposal of PCW, Brine, Sludge, and Fiberglass tanks. -Hauling included, Manifested waste disposal. Tank Closure Report required per FDEP

Terms and Conditions

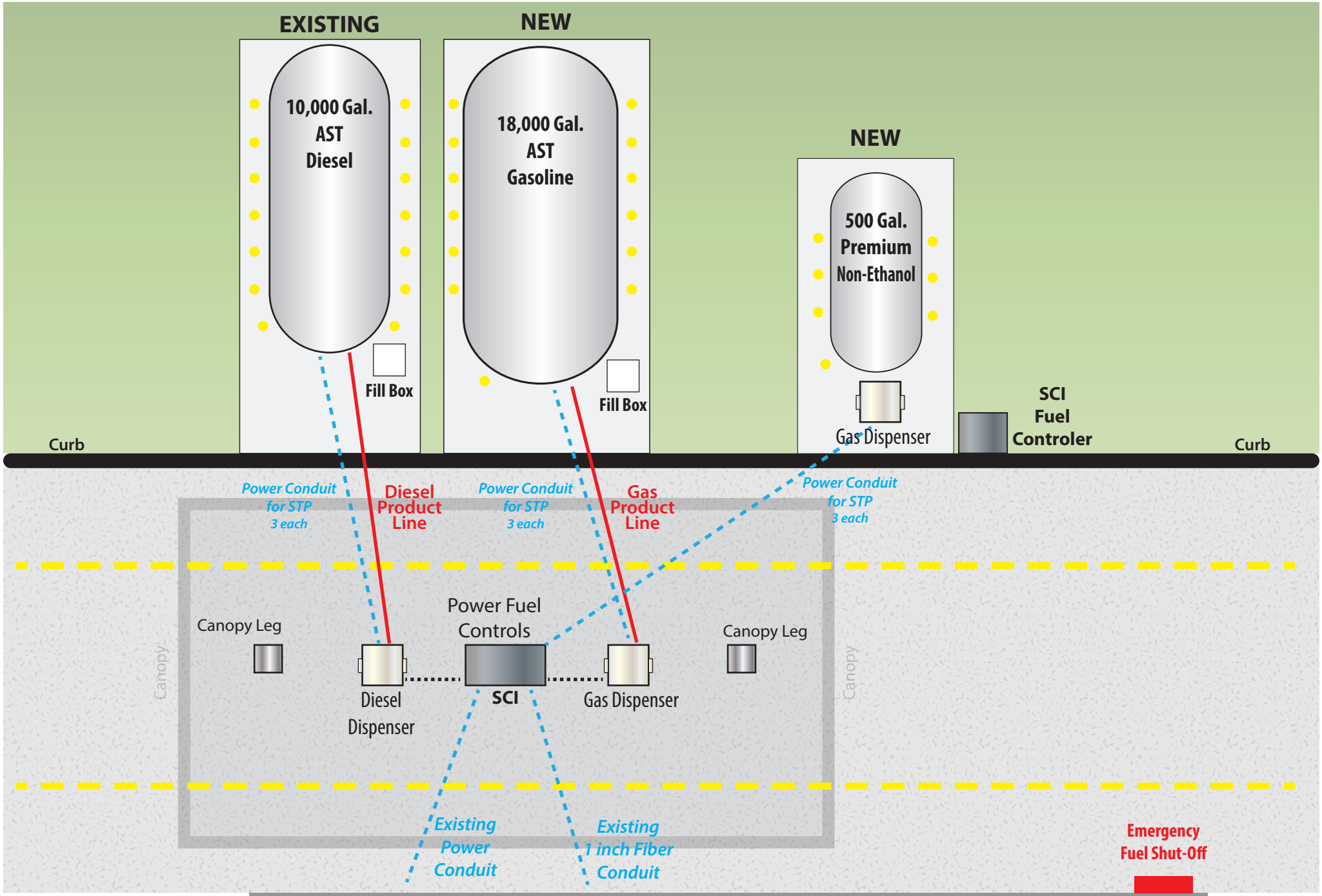
Total $65,280.63

1. A signed change order will be required for any extras prior to proceeding.
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3. Proposal estimate is valid for 30 days from issue date.
4. Assume that all existing electrical components, wiring and conduits can be used without modification.
5. Contractor is NOT responsible for damage to any on-site underground utilities not identified and/or located by owner.
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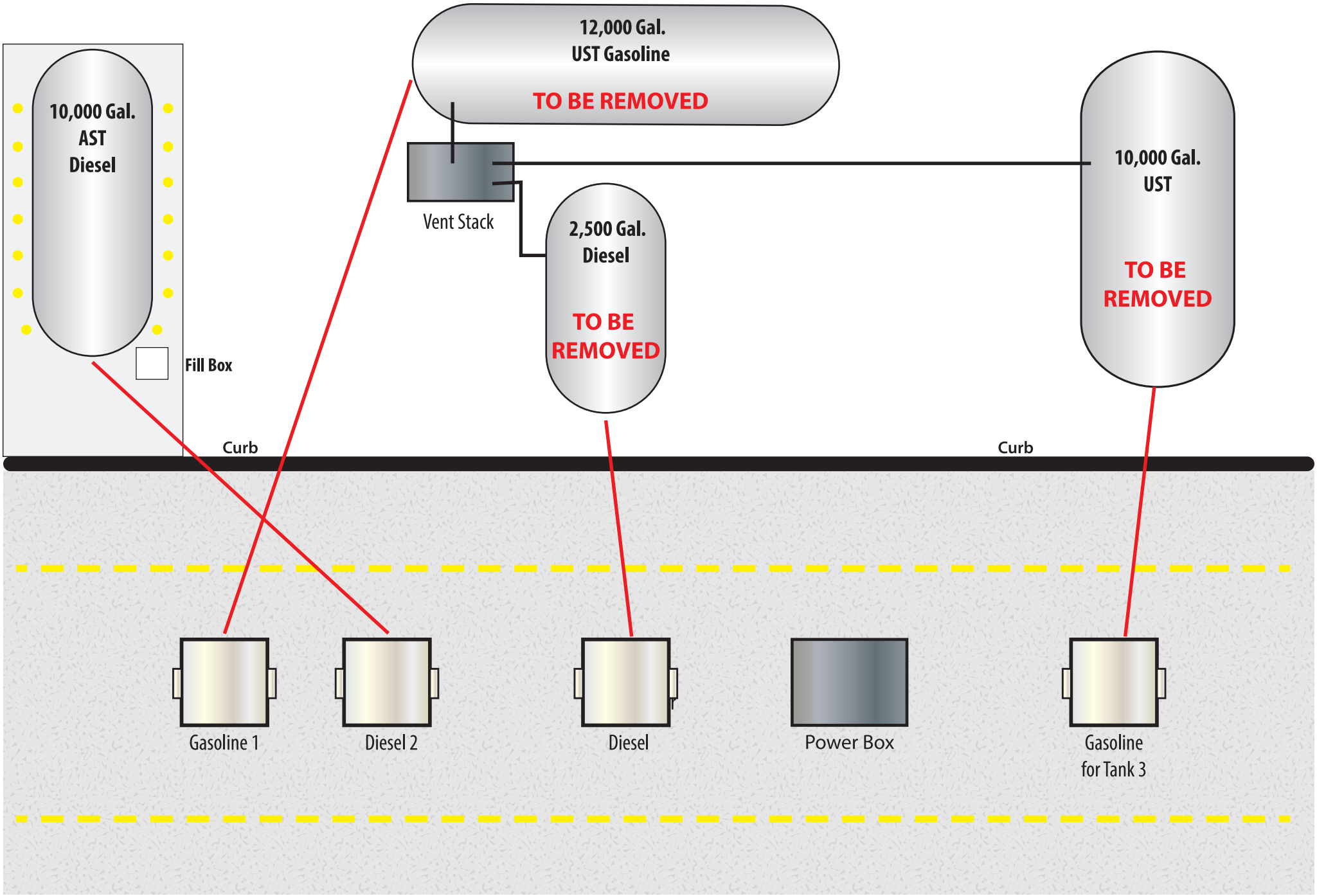
Estimates including any and all steel products are subject to change daily until the price of steel stabilizes.

I have read, understand and agree to the above estimate and conditions contained within.

Responsible Party Name_____ Signature_____ Date_____



Cocoa Fleet Building


12,000 Gal.
UST Gasoline
TO BE REMOVED
10,000 Gal.
AST
Diesel
Fill Box
Vent Stack
2,500 Gal.
Diesel
TO BE
REMOVED
10,000 Gal.
UST
TO BE
REMOVED
Curb
Curb
Gasoline 1
Diesel 2
Diesel
Power Box
Gasoline
for Tank 3

Company ID Number: 1648749

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and JSR Enterprises East coast, LLC (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11.When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

a. Notice of E-Verify Participation

b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent’s E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1648749

Approved by:

E-Verify Employer Agent Employer JSR Enterprises East coast, LLC	
Name (Please Type or Print) Joshua Ghiz	Title
Signature Electronically Signed	Date 03/02/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/02/2021

Company ID Number: 1648749

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	JSR Enterprises East coast, LLC
Company Facility Address	3111 Skyway cir SUITE 111 MELBOURNE, FL 32934
Company Alternate Address	3505 TADLOCK AVE Malabar, FL 32950
County or Parish	BREVARD
Employer Identification Number	463035170
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1648749

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1648749

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Joshua H Ghiz
Phone Number	(321) 403 - 4646
Fax Number	
Email Address	info@jsrfueltech.com

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STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with JSR Enterprises East Coat LLC dba JSR Fueling Technologies, LLC, 700 S. John Rodes Blvd (Suite A-5), West Melbourne, FL 32904 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Brevard County Purchasing Services – Viera, FL 32940 said contract being identified as: Fuel Pump, Fuel Site & Tank Repair and Inspection Services, Contract No. B#7-19-73. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fuel Pump, Fuel Site & Tank Repair and Inspection Services (see attachment Exhibit A – original contract)

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.

1. 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:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and JSR Enterprises East Coat, LLC dba JSR Fueling Technologies, LLC. The term of said agreement shall be for the period effective date of signature through 08/28/2022.

The City of Cocoa intends to utilize said agreement for FY2021 and shall not exceed the budgeted amount of $480,000.00, and FY2022 for Annual Recertification budgeted amount $6,800.00, any change orders to this amount must be approved by City Council.

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.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

JSR Fueling Technologies, LLC (dba name)
Attn: Joshua Ghiz
261 Bougainvillea St.
Palm Bay, FL 32907
321-403-4646
Email: JSREnterpriseslic@gmail.com

JSR Fueling Technologies, LLC (dba name)

Entered this 26th day of May

Joshua Cruz Contractor

(Print Name/ Title)

(Signature)

5/26/2021

(Date)

City Council Approval Required

x Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that JSR Fueling Technologies,LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of JSR Fueling Technologies,LLC. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Joshua Ghiz Sr.

Date: 05.21.2021

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5/26/21 (date) by Joshua Ghiz SR (name of officer or agent, title of officer or agent) of JSR Fuelingtechnologies (name of corporation acknowledging), a Contractor (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL (type of identification) as identification.

[Notary Seal] Notary Public

Gunvor Lisa Armstrong

Name typed, printed or stamped

My Commission Expires: 2/22/22

Gunvor Lisa Armstrong
State of Florida
My Commission Expires 02/22/2022
Commission No. GG 167384

RESOLUTION NO. 2021-061

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 July, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-095-T-1

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 07/12/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 34,371)	423-3570-538.39-00		Stormwater Contingency	$ 272,270	$ 233,133	$ 198,762	$ 233,133
$ 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
($ 34,371)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 34,731	423-3570-538.63-00	FL21FI	Infrastructure	$ 290,000	$ 306,534	$ 341,265	$ 116,225
$ 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
$ 34,731	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

At the 4/16/21 budget workshop, City Council approved the use of GF Assigned Fund Balance for the removal and replacement of the City's Fuel Tanks. These improvements will also impact the Stormwater and Water Sewer Funds and the BAF's will be attached to Agenda 21-496 for the 7/27 City Council Meeting. This Budget Adjustment is for the Stormwater portion of the project @ (6% of Fleet Allocation).

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/27/21 *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.

7/12/21	Lora Howell Digitally signed by Lora Howell Date: 2021.07.12 14:45:12 -04'00'	7/13/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.07.13 08:20:13 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Bryant Smith Digitally signed by Bryant Smith Date: 2021.07.12 15:52:21 -04'00'	7/13/21	Lora Howell Digitally signed by Lora Howell Date: 2021.07.13 13:13:02 -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 #: _____

Revised 07/13

Revised eform 9/18/20 - IT

City of Cocoa Budget Adjustment Form FY 2021 - 21-095-T-2

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4010 | DATE PREPARED: 07/12/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 246,325)	421-4010-536.39-00		Water/Sewer Contingency	$ 1,145,413	$ 322,422	$ 76,097	$ 322,422
$ 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
($ 246,325)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 246,325	421-4010-536.63-00	FL21FI	Infrastructure	$ 0	$ 0	$ 246,325	$ 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
$ 246,325	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

At the 4/16/21 budget workshop, City Council approved the use of GF Assigned Fund Balance for the removal and replacement of the City's Fuel Tanks. These improvements will also impact the Stormwater and Water Sewer Funds and the BAF's will be attached to Agenda 21-496 for the 7/27 City Council Meeting. This Budget Adjustment is for the Water/Sewer portion of the project @ (43% of Fleet Allocation).

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) | *DATE APPROVED:* 07/27/21 | *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.

7/12/21 Lora Howell Digitally signed by Lora Howell Date: 2021.07.12 14:45:12 -04'00'	7/13/21 Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.07.13 08:23:43 -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: 2021.07.12 15:37:41 -04'00'	7/13/21 Lora Howell Digitally signed by Lora Howell Date: 2021.07.13 13:14:34 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/18/20 - IT

RESOLUTION NO. 2021-062

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 OF THE MAIN FLEET FUELING SITE IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE FIVE 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 July 27, 2021, the City Council authorized the City Manager to proceed with the Rehabilitation of the Main Fleet Fueling Facility Project No FL21FI, 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 to the Fleet Main Fueling Facility provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $545,477 and allows for a 5% contingency in the amount of $27,373 set aside for possible change orders, for a total of $572,849 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 July 27, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with JSR Enterprises East Coat LLC dba JSR Fueling Technologies, LLC, 700 S. John Rodes Blvd (Suite A-5), West Melbourne, FL 32904 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Brevard County Purchasing Services – Viera, FL 32940 said contract being identified as: Fuel Pump, Fuel Site & Tank Repair and Inspection Services, Contract No. B#7-19-73. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Fuel Pump, Fuel Site & Tank Repair and Inspection Services (see attachment Exhibit A – original contract)

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.

1. 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:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and JSR Enterprises East Coat, LLC dba JSR Fueling Technologies, LLC. The term of said agreement shall be for the period effective date of signature through 08/28/2022.

The City of Cocoa intends to utilize said agreement for FY2021 and shall not exceed the budgeted amount of $600,000.00, and FY2022 for Annual Recertification budgeted amount $7,000.00 any change orders to this amount must be approved by City Council.

a. Insurance Requirements (As Applicable):

Liability Insurance

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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.

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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:

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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.

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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.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

JSR Fueling Technologies, LLC (dba name)
Attn: Joshua Ghiz
261 Bougainvillea St.
Palm Bay, FL 32907
321-403-4646
Email: JSREnterpriseslic@gmail.com

JSR Fueling Technologies, LLC (dba name)

Entered this 16 day of July

Joshua Ghiz

(Print Name / Title)

(Signature)

7/16/2021

(Date)

City Council Approval Required

x Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-499

File ID:	21-499	**Type:**	Contract	**Status:**	Consent Agenda
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/13/2021
Subject:				**Final Action:**	

Title: Approve and authorize the City Manager to execute a Changer Order to the Space Coast Auto Supply Purchase Order #77408 for the NAPA IBS Fleet Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MONTHLY PARTS INVOICES.pdf, DEPART-4603 ACCOUNT BAL-SUMARY.pdf, DEPART-4600 ACCOUNT BAL-SUMARY.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	tjones@cocoafl.org	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

NAPA AUTO PARTS

Invoice: 2020101
Invoice Date: 10/31/2020
From: 10/1/2020
To: 10/31/2020

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	1605.15	-	1,605.15
1103	81103	Information Technology	127.98	-	127.98
1515	81515	Field Services	1081.01	-	1,081.01
1600	81600	General Fund Operation	0	-	-
2100	82100	Cocoa Police Admin.	20744.71	-	20,744.71
2132	82132	Code Enforcement	0	-	-
2200	82200	Fire Admin.	0	-	-
2201	82201	Fire Operations	1948.46	-	1,948.46
3200	83200	Community Services	104.35	-	104.35
3500	83500	Public Works Admin.	5.95	-	5.95
3510	83510	Public Works Streets	488.92	-	488.92
3520	83520	Public Works Grounds	1374.31	-	1,374.31
3540	83540	Fleet Maintenance	0	-	-
3560	83560	Facilities Maintenance	626.88	-	626.88
3570	83570	Storm Water	1215.12	-	1,215.12
3580	83580	Capital Projects	0	-	-
4010	84010	Water / Sewer Admin & Lab	0	-	-
4020	84020	Dyal	646.76	-	646.76
4025	84025	Water Trans. Dis.	6018.92	-	6,018.92
4055	84055	Utilities Engineering	0	-	-
4120	84120	Sellers	780.94	-	780.94
4125	84125	WFO Sewer Maint.	2071.79	-	2,071.79
2201E	86201	Equipment - Fire Operations	39.08	-	39.08
2100E	87210	Equipment - Police Administration	0	-	-
3510E	87510	Equipment - Public Works Streets	203.79	-	203.79
3520E	87520	Equipment - Public Works Grounds	85.23	-	85.23
3540E	87540	Equipment - Fleet Maintenance	0	-	-
3570E	87570	Equipment - Storm Water	1905.31	-	1,905.31
4020E	88020	Equipment - Dyal	157.55	-	157.55
4025E	88025	Equipment - Water Field Operations	1894.25	-	1,894.25
4120E	88120	Equipment - Sellers	0	-	-
4125E	88125	Equipment - WFO Sewer Maint.	154.42	-	154.42
					$ 43,280.88

NAPA AUTO PARTS

Invoice:	2020111
Invoice Date:	11/30/20
From:	11/1/20
To:	11/30/20

Bill To:	**Please Remit to:**
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

		Description			**Amount**
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	320.52	-	320.52
1103	81103	Information Technology	0	-	-
1515	81515	Field Services	1016.63	-	1,016.63
1600	81600	General Fund Operation	0	-	-
2100	82100	Cocoa Police Admin.	14526.46	-	14,526.46
2132	82132	Code Enforcement	0	-	-
2200	82200	Fire Admin.	32.19	-	32.19
2201	82201	Fire Operations	4511.2	-	4,511.20
3200	83200	Community Services	0	-	-
3201	83201	Comprehensive Planning	0	-	-
3500	83500	Public Works Admin.	0	-	-
3510	83510	Public Works Streets	1898.92	-	1,898.92
3520	83520	Public Works Grounds	452.19	-	452.19
3540	83540	Fleet Maintenance	0	-	-
3560	83560	Facilities Maintenance	2099.09	-	2,099.09
3570	83570	Storm Water	-976.59	-	(976.59)
3580	83580	Capital Projects	0	-	-
4010	84010	Water / Sewer Admin & Lab	35.87	-	35.87
4020	84020	Dyal	1585.28	-	1,585.28
4025	84025	Water Trans. Dis.	3337.95	-	3,337.95
4055	84055	Utilities Engineering	193.64	-	193.64
4120	84120	Sellers	104.35	-	104.35
4125	84125	WFO Sewer Maint.	578.28	-	578.28
2201E	86201	Equipment - Fire Operations	0	-	-
2100E	87210	Equipment - Police Administration	0	-	-
3510E	87510	Equipment - Public Works Streets	40.11	-	40.11
3520E	87520	Equipment - Public Works Grounds	0	-	-
3540E	87540	Equipment - Fleet Maintenance	9.61	-	9.61
3570E	87570	Equipment - Storm Water	203.88	-	203.88
4020E	88020	Equipment - Dyal	0	-	-
4025E	88025	Equipment - Water Field Operations	11263.97	-	11,263.97
4120E	88120	Equipment - Sellers	0	-	-
4125E	88125	Equipment - WFO Sewer Maint.	1169.52	-	1,169.52
					$ 42,403.07

NAPA AUTO PARTS

Invoice: 2020121
Invoice Date: 12/31/20
From: 12/1/20
To: 12/31/20

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	277.74	-	277.74
1103	81103	Information Technology	0	-	-
1515	81515	Field Services	997.17	-	997.17
1600	81600	General Fund Operation	0	-	-
2100	82100	Cocoa Police Admin.	7601.39	-	7,601.39
2132	82132	Code Enforcement	73.68	-	73.68
2200	82200	Fire Admin.	28.49	-	28.49
2201	82201	Fire Operations	7973.02	-	7,973.02
3200	83200	Community Services	0	-	-
3201	83201	Comprehensive Planning	0	-	-
3500	83500	Public Works Admin.	0	-	-
3510	83510	Public Works Streets	956.45	-	956.45
3520	83520	Public Works Grounds	116.67	-	116.67
3540	83540	Fleet Maintenance	47.95	-	47.95
3560	83560	Facilities Maintenance	0	-	-
3570	83570	Storm Water	2484.64	-	2,484.64
3580	83580	Capital Projects	0	-	-
4010	84010	Water / Sewer Admin & Lab	681.9	-	681.90
4020	84020	Dyal	3713.09	-	3,713.09
4025	84025	Water Trans. Dis.	4993.98	-	4,993.98
4055	84055	Utilities Engineering	0	-	-
4120	84120	Sellers	0	-	-
4125	84125	WFO Sewer Maint.	1803.68	-	1,803.68
2201E	86201	Equipment - Fire Operations	0	-	-
2100E	87210	Equipment - Police Administration	0	-	-
3510E	87510	Equipment - Public Works Streets	7.93	-	7.93
3520E	87520	Equipment - Public Works Grounds	277.68	-	277.68
3540E	87540	Equipment - Fleet Maintenance	0	-	-
3570E	87570	Equipment - Storm Water	25.9	-	25.90
4020E	88020	Equipment - Dyal	0	-	-
4025E	88025	Equipment - Water Field Operations	1621.69	-	1,621.69
4120E	88120	Equipment - Sellers	0	-	-
4125E	88125	Equipment - WFO Sewer Maint.	1433.86	-	1,433.86
					$ 35,116.91

NAPA AUTO PARTS

Invoice: 202111
Invoice Date: 1/31/2021
From: 1/1/2021
To: 1/31/2021

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	62.24	-	62.24
1103	81103	Information Technology	-	-	-
1515	81515	Field Services	2,434.65	-	2,434.65
1600	81600	General Fund Operation	-	-	-
2100	82100	Cocoa Police Admin.	5,205.76	-	5,205.76
2132	82132	Code Enforcement	-	-	-
2200	82200	Fire Admin.	713.57	-	713.57
2201	82201	Fire Operations	3,338.49	-	3,338.49
3200	83200	Community Services	-	-	-
3201	83201	Comprehensive Planning	-	-	-
3500	83500	Public Works Admin.	-	-	-
3510	83510	Public Works Streets	1,176.81	-	1,176.81
3520	83520	Public Works Grounds	468.94	-	468.94
3540	83540	Fleet Maintenance	-	-	-
3560	83560	Facilities Maintenance	38.05	-	38.05
3570	83570	Storm Water	4,529.20	-	4,529.20
3580	83580	Capital Projects	-	-	-
4010	84010	Water / Sewer Admin & Lab	44.57	-	44.57
4020	84020	Dyal	709.13	-	709.13
4025	84025	Water Trans. Dis.	5,856.30	-	5,856.30
4055	84055	Utilities Engineering	-	-	-
4120	84120	Sellers	455.10	-	455.10
4125	84125	WFO Sewer Maint.	8.01	-	8.01
2201E	86201	Equipment - Fire Operations	-	-	-
2100E	87210	Equipment - Police Administration	-	-	-
3510E	87510	Equipment - Public Works Streets	2,054.14	-	2,054.14
3520E	87520	Equipment - Public Works Grounds	-	-	-
3540E	87540	Equipment - Fleet Maintenance	-	-	-
3570E	87570	Equipment - Storm Water	2,300.43	-	2,300.43
4020E	88020	Equipment - Dyal	-	-	-
4025E	88025	Equipment - Water Field Operations	2,404.13	-	2,404.13
4120E	88120	Equipment - Sellers	-	-	-
4125E	88125	Equipment - WFO Sewer Maint.	64.82	-	64.82
					$ 31,864.34

NAPA AUTO PARTS

Invoice: 202121
Invoice Date: 2/28/2021
From: 2/1/2021
To: 2/28/2021

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	1,296.34	-	1,296.34
1103	81103	Information Technology	-	-	-
1515	81515	Field Services	582.20	-	582.20
1600	81600	General Fund Operation	111.28	-	111.28
2100	82100	Cocoa Police Admin.	10,335.08	-	10,335.08
2132	82132	Code Enforcement	-	-	-
2200	82200	Fire Admin.	120.47	-	120.47
2201	82201	Fire Operations	6,321.31	-	6,321.31
3200	83200	Community Services	29.31	-	29.31
3201	83201	Comprehensive Planning	130.79	-	130.79
3500	83500	Public Works Admin.	-	-	-
3510	83510	Public Works Streets	242.94	-	242.94
3520	83520	Public Works Grounds	1,092.11	-	1,092.11
3540	83540	Fleet Maintenance	1,136.60	-	1,136.60
3560	83560	Facilities Maintenance	1,875.37	-	1,875.37
3570	83570	Storm Water	3,778.70	-	3,778.70
3580	83580	Capital Projects	-	-	-
4010	84010	Water / Sewer Admin & Lab	72.24	-	72.24
4020	84020	Dyal	-	-	-
4025	84025	Water Trans. Dis.	10,819.62	-	10,819.62
4055	84055	Utilities Engineering	109.18	-	109.18
4120	84120	Sellers	-	-	-
4125	84125	WFO Sewer Maint.	372.13	-	372.13
2201E	86201	Equipment - Fire Operations	869.40	-	869.40
2100E	87210	Equipment - Police Administration	183.36	-	183.36
3510E	87510	Equipment - Public Works Streets	-	-	-
3520E	87520	Equipment - Public Works Grounds	-	-	-
3540E	87540	Equipment - Fleet Maintenance	-	-	-
3570E	87570	Equipment - Storm Water	3,690.09	-	3,690.09
4020E	88020	Equipment - Dyal	3,751.32	-	3,751.32
4025E	88025	Equipment - Water Field Operations	2,971.58	-	2,971.58
4120E	88120	Equipment - Sellers	-	-	-
4125E	88125	Equipment - WFO Sewer Maint.	869.40	-	869.40
					$ 50,760.82

NAPA AUTO PARTS

Invoice:	202131
Invoice Date:	3/31/21
From:	3/1/21
To:	3/31/21

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	910.70	-	910.70
1103	81103	Information Technology	121.00	-	121.00
1515	81515	Field Services	660.52	-	660.52
1600	81600	General Fund Operation	37.17	-	37.17
2100	82100	Cocoa Police Admin.	19,540.02	-	19,540.02
2132	82132	Code Enforcement	703.60	-	703.60
2200	82200	Fire Admin.	87.15	-	87.15
2201	82201	Fire Operations	5,251.63	-	5,251.63
3200	83200	Community Services	-	-	-
3201	83201	Comprehensive Planning	-	-	-
3500	83500	Public Works Admin.	-	-	-
3510	83510	Public Works Streets	1,076.16	-	1,076.16
3520	83520	Public Works Grounds	513.17	-	513.17
3540	83540	Fleet Maintenance	197.90	-	197.90
3560	83560	Facilities Maintenance	240.59	-	240.59
3570	83570	Storm Water	1,948.80	-	1,948.80
3580	83580	Capital Projects	-	-	-
4010	84010	Water / Sewer Admin & Lab	591.70	-	591.70
4020	84020	Dyal	1,408.87	-	1,408.87
4025	84025	Water Trans. Dis.	5,955.01	-	5,955.01
4055	84055	Utilities Engineering	-	-	-
4120	84120	Sellers	759.96	-	759.96
4125	84125	WFO Sewer Maint.	672.27	-	672.27
2201E	86201	Equipment - Fire Operations	-	-	-
2100E	87210	Equipment - Police Administration	-	-	-
3510E	87510	Equipment - Public Works Streets	-	-	-
3520E	87520	Equipment - Public Works Grounds	-	-	-
3540E	87540	Equipment - Fleet Maintenance	-	-	-
3570E	87570	Equipment - Storm Water	9,204.16	-	9,204.16
4020E	88020	Equipment - Dyal	4,024.48	-	4,024.48
4025E	88025	Equipment - Water Field Operations	7,455.66	-	7,455.66
4120E	88120	Equipment - Sellers	-	-	-
4125E	88125	Equipment - WFO Sewer Maint.	1,456.10	-	1,456.10
					$ 62,816.62

NAPA AUTO PARTS

Invoice:	202141
Invoice Date:	4/30/21
From:	4/1/21
To:	4/30/21

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	-	-	-
1103	81103	Information Technology	-	-	-
1515	81515	Field Services	1,122.50	-	1,122.50
1600	81600	General Fund Operation	-	-	-
2100	82100	Cocoa Police Admin.	13,324.08	12.99	13,324.08
2132	82132	Code Enforcement	83.30	-	83.30
2200	82200	Fire Admin.	97.46	-	97.46
2201	82201	Fire Operations	4,878.30	-	4,878.30
3200	83200	Community Services	-	-	-
3201	83201	Comprehensive Planning	-	-	-
3500	83500	Public Works Admin.	-	-	-
3510	83510	Public Works Streets	623.70	-	623.70
3520	83520	Public Works Grounds	417.80	-	417.80
3540	83540	Fleet Maintenance	433.07	-	433.07
3560	83560	Facilities Maintenance	1,000.00	-	1,000.00
3570	83570	Storm Water	1,658.17	-	1,658.17
3580	83580	Capital Projects	-	-	-
4010	84010	Water / Sewer Admin & Lab	665.67	-	665.67
4020	84020	Dyal	1,382.82	-	1,382.82
4025	84025	Water Trans. Dis.	12,275.76	-	12,275.76
4055	84055	Utilities Engineering	1,704.78	-	1,704.78
4120	84120	Sellers	319.74	-	319.74
4125	84125	WFO Sewer Maint.	3,410.00	-	3,410.00
2201E	86201	Equipment - Fire Operations	-	-	-
2100E	87210	Equipment - Police Administration	-	-	-
3510E	87510	Equipment - Public Works Streets	-	-	-
3520E	87520	Equipment - Public Works Grounds	12.58	-	12.58
3540E	87540	Equipment - Fleet Maintenance	-	-	-
3570E	87570	Equipment - Storm Water	7,787.66	-	7,787.66
4020E	88020	Equipment - Dyal	759.36	-	759.36
4025E	88025	Equipment - Water Field Operations	3,434.46	-	3,434.46
4120E	88120	Equipment - Sellers	-	-	-
4125E	88125	Equipment - WFO Sewer Maint.	399.70	-	399.70
					$ 55,790.91

NAPA AUTO PARTS

Invoice: 202151
Invoice Date: 5/31/2021
From: 5/1/2021
To: 5/31/2021

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	-	-	-
1103	81103	Information Technology	-	-	-
1515	81515	Field Services	1,273.31	-	1,273.31
1600	81600	General Fund Operation	-	-	-
2100	82100	Cocoa Police Admin.	6,994.40	-	6,994.40
2132	82132	Code Enforcement	-	-	-
2200	82200	Fire Admin.	377.45	-	377.45
2201	82201	Fire Operations	15,747.00	-	15,747.00
3200	83200	Community Services	-	-	-
3201	83201	Comprehensive Planning	-	-	-
3500	83500	Public Works Admin.	-	-	-
3510	83510	Public Works Streets	3,781.86	-	3,781.86
3520	83520	Public Works Grounds	100.61	-	100.61
3540	83540	Fleet Maintenance	100.95	-	100.95
3560	83560	Facilities Maintenance	454.15	-	454.15
3570	83570	Storm Water	2,786.18	-	2,786.18
3580	83580	Capital Projects	-	-	-
4010	84010	Water / Sewer Admin & Lab	-	-	-
4020	84020	Dyal	231.07	-	231.07
4025	84025	Water Trans. Dis.	2,434.55	-	2,434.55
4055	84055	Utilities Engineering	-	-	-
4115	84115	Water Reclamation	-	-	-
4120	84120	Sellers	2,074.37	-	2,074.37
4125	84125	WFO Sewer Maint.	709.21	-	709.21
2201E	86201	Equipment - Fire Operations	-	-	-
2100E	87210	Equipment - Police Administration	-	-	-
3510E	87510	Equipment - Public Works Streets	-	-	-
3520E	87520	Equipment - Public Works Grounds	129.35	15.47	129.35
3540E	87540	Equipment - Fleet Maintenance	-	-	-
3570E	87570	Equipment - Storm Water	4,775.44	-	4,775.44
4020E	88020	Equipment - Dyal	(575.52)	-	(575.52)
4025E	88025	Equipment - Water Field Operations	3,002.55	-	3,002.55
4115E	88115	Equipment - Water Reclamation	-	-	-
4120E	88120	Equipment - Sellers	250.43	-	250.43
4125E	88125	Equipment - WFO Sewer Maint.	423.97	-	423.97
					$ 45,071.33

NAPA AUTO PARTS

Invoice:	202161
Invoice Date:	6/30/21
From:	6/1/21
To:	6/30/21

Bill To:	**Please Remit to:**
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

		Description			**Amount**
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	-	-	-
1103	81103	Information Technology	-	-	-
1515	81515	Field Services	6,038.21	-	6,038.21
1600	81600	General Fund Operation	-	-	-
2100	82100	Cocoa Police Admin.	8,567.84	-	8,567.84
2132	82132	Code Enforcement	300.75	-	300.75
2200	82200	Fire Admin.	160.71	-	160.71
2201	82201	Fire Operations	13,596.78	-	13,596.78
3200	83200	Community Services	82.38	-	82.38
3201	83201	Comprehensive Planning	-	-	-
3500	83500	Public Works Admin.	-	-	-
3510	83510	Public Works Streets	237.73	-	237.73
3520	83520	Public Works Grounds	20.56	-	20.56
3540	83540	Fleet Maintenance	280.35	-	280.35
3560	83560	Facilities Maintenance	21.92	-	21.92
3570	83570	Storm Water	891.12	-	891.12
3580	83580	Capital Projects	-	-	-
4010	84010	Water / Sewer Admin & Lab	-	-	-
4020	84020	Dyal	159.41	-	159.41
4025	84025	Water Trans. Dis.	4,992.72	-	4,992.72
4055	84055	Utilities Engineering	-	-	-
4115	84115	Water Reclamation	-	-	-
4120	84120	Sellers	(184.85)	-	(184.85)
4125	84125	WFO Sewer Maint.	239.20	-	239.20
2201E	86201	Equipment - Fire Operations	-	-	-
2100E	87210	Equipment - Police Administration	-	-	-
3510E	87510	Equipment - Public Works Streets	368.40	-	368.40
3520E	87520	Equipment - Public Works Grounds	-	-	-
3540E	87540	Equipment - Fleet Maintenance	104.92	-	104.92
3570E	87570	Equipment - Storm Water	4,071.91	-	4,071.91
4020E	88020	Equipment - Dyal	2,056.92	-	2,056.92
4025E	88025	Equipment - Water Field Operations	2,089.72	-	2,089.72
4115E	88115	Equipment - Water Reclamation	-	-	-
4120E	88120	Equipment - Sellers	-	-	-
4125E	88125	Equipment - WFO Sewer Maint.	423.06	-	423.06
					$ 44,519.76

PREPARED 07/12/2021, 8:44:14 CITY OF COCOA, FLORIDA PAGE 1
PROGRAM: GM365L ACCOUNT BALANCE LIST
2021 FROM ACCOUNT: 01-1100-000.46-03 THRU ACCOUNT: 423-4125-999.46-03

ACCOUNT	DESCRIPTION	BUDGET	ACTUAL	BALANCE
001-1100-512.46-03	R/M VEHICLE			
001-1103-516.46-03	REPAIR/MAINT-VEHICLES	1,000.00	248.98	751.02
001-1190-574.46-03	REPAIR/MAINT-VEHICLES			
001-1203-516.46-03	REPAIR/MAINT-VEHICLES			
001-1500-513.46-03	R/M VEHICLE			
001-1510-536.46-03	REPAIR/MAINT-VEHICLES			
001-1600-513.46-03	R/M VEHICLE	2,749.00	208.45	2,540.55
001-1801-513.46-03	R/M VEHICLE			
001-1805-513.46-03	R/M VEHICLE			
001-2100-521.46-03	REPAIR/MAINT-VEHICLES	150,040.00	119,993.35	30,046.65
001-2101-521.46-03	REPAIR/MAINT-VEHICLES			
001-2132-524.46-03	REPAIR/MAINT-VEHICLES	1,833.00	1,161.33	671.67
001-2200-522.46-03	REPAIR/MAINT-VEHICLES	3,032.00	3,257.49	225.49-
001-2201-522.46-03	REPAIR/MAINT-VEHICLES	84,580.00	82,742.05	1,837.95
001-3200-515.46-03	REPAIR/MAINT-VEHICLES	1,395.00	1,530.84	135.84-
001-3205-559.46-03	REPAIR/MAINT-VEHICLES			
001-3500-519.46-03	REPAIR/MAINT-VEHICLES	922.00	5.95	916.05
001-3510-541.46-03	REPAIR/MAINT-VEHICLES	21,700.00	12,270.02	9,429.98
001-3520-572.46-03	REPAIR/MAINT-VEHICLES	19,750.00	5,523.36	14,226.64
001-3540-519.46-03	REPAIR/MAINT-VEHICLES	1,375.00	2,196.82	821.82-
001-3550-534.46-03	REPAIR/MAINT-VEHICLES			
001-3560-519.46-03	REPAIR/MAINT-VEHICLES	8,900.00	8,532.99	367.01
001-3580-519.46-03	REPAIR/MAINT-VEHICLES	1,500.00		1,500.00
103-3240-554.46-03	REPAIR/MAINT-VEHICLES			
104-3240-554.46-03	REPAIR/MAINT-VEHICLES			
105-3240-554.46-03	REPAIR/MAINT-VEHICLES			
107-3200-515.46-03	REPAIR/MAINT-VEHICLES	1,395.00	130.79	1,264.21
110-3230-559.46-03	REPAIR/MAINT-VEHICLES			
111-3230-559.46-03	REPAIR/MAINT-VEHICLES			
112-3230-559.46-03	REPAIR/MAINT-VEHICLES			
421-1506-536.46-03	REPAIR/MAINT-VEHICLES			
421-1515-536.46-03	REPAIR/MAINT-VEHICLES	15,507.00	17,479.69	1,972.69-
421-4010-536.46-03	REPAIR/MAINT-VEHICLES	4,694.00	2,556.08	2,137.92
421-4020-536.46-03	REPAIR/MAINT-VEHICLES	27,470.00	11,238.83	16,231.17
421-4025-536.46-03	REPAIR/MAINT-VEHICLES	144,800.00	81,456.31	63,343.69
421-4055-536.46-03	REPAIR/MAINT-VEHICLES	5,450.00	2,007.60	3,442.40
421-4120-536.46-03	REPAIR/MAINT-VEHICLES	7,467.00	4,536.01	2,930.99
421-4125-536.46-03	REPAIR/MAINT-VEHICLES	37,844.00	15,976.94	21,867.06
423-3570-538.46-03	REPAIR/MAINT-VEHICLES	44,400.00	20,678.76	23,721.24
TOTALS:		587,803.00	393,732.64	194,070.36

PREPARED 07/12/2021, 8:50:01 CITY OF COCOA, FLORIDA PAGE 1
PROGRAM: GM365L ACCOUNT BALANCE LIST
2021 FROM ACCOUNT: 01-1100-000.46-00 THRU ACCOUNT: 423-9999-999.46-00

ACCOUNT	DESCRIPTION	BUDGET	ACTUAL	BALANCE
001-1100-512.46-00	REPAIRS & MAINTENANCE			
001-1103-516.46-00	REPAIRS & MAINTENANCE	142,995.00	141,567.79	1,427.21
001-1190-574.46-00	REPAIRS & MAINTENANCE	600.00	502.00	98.00
001-1203-516.46-00	REPAIRS & MAINTENANCE			
001-1500-513.46-00	REPAIRS & MAINTENANCE			
001-1505-513.46-00	REPAIRS & MAINTENANCE			
001-1510-536.46-00	REPAIRS & MAINTENANCE	5,923.00		5,923.00
001-1600-513.46-00	REPAIRS & MAINTENANCE			
001-1601-525.46-00	REPAIRS & MAINTENANCE			
001-1801-513.46-00	REPAIRS & MAINTENANCE			
001-1805-513.46-00	REPAIRS & MAINTENANCE			
001-2100-521.46-00	REPAIRS & MAINTENANCE	9,130.00	8,978.61	151.39
001-2101-521.46-00	REPAIRS & MAINTENANCE	42,496.00	37,599.92	4,896.08
001-2132-524.46-00	REPAIRS & MAINTENANCE			
001-2200-522.46-00	REPAIRS & MAINTENANCE			
001-2201-522.46-00	REPAIRS & MAINTENANCE	36,418.00	20,756.13	15,661.87
001-3200-515.46-00	REPAIRS & MAINTENANCE			
001-3205-559.46-00	REPAIRS & MAINTENANCE			
001-3500-519.46-00	REPAIRS & MAINTENANCE			
001-3510-541.46-00	REPAIRS & MAINTENANCE	435,871.00	298,763.01	137,107.99
001-3520-572.46-00	REPAIRS & MAINTENANCE	69,480.00	22,064.69	47,415.31
001-3540-519.46-00	REPAIRS & MAINTENANCE	12,150.00	2,410.36	9,739.64
001-3560-519.46-00	REPAIRS & MAINTENANCE	44,100.00	40,295.62	3,804.38
001-3580-519.46-00	REPAIRS & MAINTENANCE			
107-3200-515.46-00	REPAIRS & MAINTENANCE			
110-3230-559.46-00	REPAIRS & MAINTENANCE	27,010.00	10,006.96	17,003.04
111-3230-559.46-00	REPAIRS & MAINTENANCE	3,600.00	3,600.00	
141-2100-521.46-00	REPAIRS & MAINTENANCE			
143-2100-521.46-00	REPAIRS & MAINTENANCE			
301-3580-519.46-00	REPAIRS & MAINTENANCE			
302-3580-539.46-00	REPAIRS & MAINTENANCE			
302-3580-572.46-00	REPAIRS & MAINTENANCE			
303-3580-541.46-00	REPAIRS & MAINTENANCE			
421-1506-536.46-00	REPAIRS & MAINTENANCE			
421-1515-536.46-00	REPAIRS & MAINTENANCE	27,055.00	27,054.28	.72
421-4010-536.46-00	REPAIRS & MAINTENANCE	1,100.00	15.00	1,085.00
421-4011-525.46-00	REPAIRS & MAINTENANCE			
421-4020-536.46-00	REPAIRS & MAINTENANCE	1,878,690.00	1,235,182.90	643,507.10
421-4025-536.46-00	REPAIRS & MAINTENANCE	3,708,980.00	2,703,340.16	1,005,639.84
421-4055-536.46-00	REPAIRS & MAINTENANCE	16,559.00	16,812.54	253.54-
421-4120-536.46-00	REPAIRS & MAINTENANCE	269,207.00	229,066.47	40,140.53
421-4125-536.46-00	REPAIRS & MAINTENANCE	475,981.00	325,510.60	150,470.40
423-1601-525.46-00	REPAIRS & MAINTENANCE			
423-3570-538.46-00	REPAIRS & MAINTENANCE	164,076.00	157,541.58	6,534.42
TOTALS:		7,371,421.00	5,281,068.62	2,090,352.38

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-469

File ID:	21-469	**Type:**	Contract	**Status:**	Multi-Year Contract
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	06/24/2021
Subject:				**Final Action:**	

Title: 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.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium (3).pdf, 2021 Medicare Part B Rates.docx, 070921 - Cocoa - Medicare Retiree UHC 2022 Renewal Evaluation.pdf, 070921 - Cocoa - UHC 2022 Medicare Advantage Plan Summary Rate Page.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION 2009- 150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2008-133 TO INCLUDE A 100 PERCENT HEALTH INSURANCE PREMIUM BENEFIT FOR EMPLOYEES SERVING ON THE EXECUTIVE MANAGEMENT TEAM UPON RETIREMENT FROM THE CITY AND UNDER THE TERMS AND CONDITIONS STATED HEREIN; RESTATING THE CITY'S POLICY FOR PROVIDING HEALTH INSURANCE PREMIUM BENEFITS, WHICH HAS BEEN PREVIOUSLY ADOPTED BY THE CITY COUNCIL AND AS AMENDED BY THIS RESOLUTION, FOR ADMINISTRATIVE PURPOSES AND CONVENIENCE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's policy for providing health insurance premium benefits ("HIPB"), was restated for convenience and administrative purposes pursuant to Resolution 2008-133; and

WHEREAS, in addition to the City Manager, the City also currently employs a management team consisting of the Deputy City Manager, City Clerk, Department Directors, and Deputy Department Directors (hereinafter "Executive Management Team"); and

WHEREAS, the City Council desires to amend Resolution 2008-133 to include a 100 % health insurance premium benefit to employees of the Executive Management Team, for the employee's lifetime, under the terms and conditions set forth in this Resolution; and

WHEREAS, the City Council deems it is in the best interests of the public health, safety, and welfare to also restate the City's HIPB policy for convenience and administrative purposes.

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

SECTION 1. Recitals. The foregoing recitals are deemed true and correct and are incorporated herein by this reference as part of this Resolution.

SECTION 2. HIPB Policy Amended and Restated. The City's policy regarding health insurance premium benefits ("HIPB"), as previously restated and approved by Resolution 2008-133, is hereby restated with amendments regarding the Executive Management Team in underlined and ~~strikeout~~ print as follows:

Section 1. Intent and Purpose. It is hereby declared to be the intent and purpose of this resolution as follows:

(a) To provide authority to pay health insurance premiums for the City's group insurance policy ("Group Insurance"), and the City's Medicare supplement policy ("Supplement to Medicare") in limited circumstances, to cover City employees taking normal or disability retirement, providing the eligibility requirements and terms and conditions proscribed herein are fully satisfied.

(b) To distinguish those employees employed by the City between February 11, 1986 and January 14, 1992 and those hired by the City after January 14, 1992 because, in fairness, the January 14, 1992 policy change should not be applied retroactively - thereby employees employed during the time period between February 11, 1986 and January 14, 1992 shall be provided an opportunity to participate in the prior policy (100% Benefit, infra) originally offered them.

(c) To provide any retiree the right to decline, in writing, the benefit provided herein and such declination shall be deemed immutable and permanent.

(d) To prohibit all City employees hired (as either a first time or rehired employee) after January 14, 1992 from being eligible for the 100% benefit, even if a rehired employee was previously employed between February 11, 1986 and January 14, 1992.

(e) To provide a 100% retirement benefit to employees serving on the Executive Management Team as a retention and recruitment benefit under the terms and conditions stated herein.

Section 2. One Hundred Percent (100%) Benefit. The City shall pay health insurance premiums for full-time City employees employed by the City during the time period between February 11, 1986 and January 14, 1992, for the employee's lifetime, upon normal or disability retirement, and for employees serving on the Executive Management Team upon executive management retirement, and under the following terms and conditions:

(a) The City shall pay for each employee one hundred percent (100%) of the health insurance premium for the Group Insurance until the retiree reaches age 65 or otherwise becomes eligible for Medicare, whichever comes first. When the retiree reaches age 65 or otherwise becomes eligible for Medicare, the retiree must enroll in Medicare Part A and B and the City's Medicare Supplement Plan, within thirty (30) days of becoming eligible for Medicare, in order to continue receiving the lifetime health insurance premium benefit paid by the City. Upon timely enrollment in Medicare Part A and B and the City's Medicare Supplement Plan, the City will be responsible for paying the actual cost of the Medicare Supplement Plan and will reimburse the retiree, on a quarterly basis, for the actual cost of Medicare Part B. However, the Medicare Part B reimbursement, when combined with the cost of the Medicare Supplement Plan paid by the City, shall not exceed the cost of the health insurance premium provided to individual City employees under the Group Insurance ("Reimbursement Allowance"). Any cost in excess of the Reimbursement Allowance shall be paid by the retiree. Notwithstanding, upon becoming eligible for Medicare, the retiree may decline to participate in the City's Medicare Supplement Plan and choose to continue to participate in the Group Insurance at retiree's expense. Medicare shall become the retiree's primary health insurance carrier and any health insurance provided by the City hereunder shall be considered as a Supplement

to Medicare. When the retiree's dependents reach age 65 or otherwise become Medicare eligible, whichever comes first, the dependent shall be eligible to participate in the City's Medicare Supplement Plan instead of Group Insurance under the terms and conditions of the Medicare Supplement Plan. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred percent (100%) of the premiums.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and fire fighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(c) For purposes of this section, "executive management retirement" shall mean:

(1) The employee must be employed with the City in a full-time capacity for a minimum of ten (10) consecutive years; and

(2) Upon retirement from the City, the employee must be serving in the capacity of a member of the Executive Management Team and must have served as part of the Executive Management Team for at least five (5) years; and

(3) Upon retirement from the City, the employee must be at least fifty-five (55) years of age or older.

(cd) Except for employees serving on the Executive Management Team as provided in subparagraph (c), Tthe100% benefit provided in this section shall be further limited to only those employees employed between February 11, 1986 and January 14, 1992 and who have either retired during that time period or retired subsequent to January 14, 1992 and were continuously employed by the City until retirement. Any employee previously employed during that time period, but who had employment terminated for any reason, shall not be eligible for the 100% benefit if they subsequently are rehired after January 14, 1992.

Section 3. Fifty Percent (50%) Benefit. The City shall pay health insurance premiums for full-time City employees hired after January 14, 1992, upon normal or disability retirement and under the following terms and conditions:

(a) The City shall pay for each retiree fifty percent (50%) of the health insurance premium for the Group Insurance until the retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, at which time all health insurance premium payments by the City shall cease. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred

percent (100%) of the premiums. Employees retiring under disability shall meet Social Security rules for one hundred percent (100%) disability and draw Social Security.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and firefighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time, and the employee has completed at least 25 years of credited service.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

Section 4. City Manager Authority. The City Manager shall have the authority, when it is determined in the best interest of the City, to offer an early retirement health insurance benefit to any of the employees listed on Appendix A. Eligible employees will be able to retire early without losing their 100% paid health insurance benefits as long as they are within five (5) years of one of the eligibility criteria for retirement (years of service or age).

SECTION 3. Reservation of Rights. The City Council hereby reserves the right, at its discretion, with or without cause, to amend, modify, alter or repeal, in whole or in part, any term or condition contained in this Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council are hereby repealed.

SECTION 5. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

SECTION 6. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 24th day of November, 2009.

Michael C. Blake

Michael Blake, Mayor

ATTEST: Marie Healy for

Joan Clark, City Clerk

2021

The standard Part B premium amount in 2021 is $148.50. Most people pay the standard Part B premium amount. If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount (IRMAA). IRMAA is an extra charge added to your premium.

If your yearly income in 2019 (for what you pay in 2021) was			You pay each month (in 2021)
File individual tax return	**File joint tax return**	**File married & separate tax return**	
$88,000 or less	$176,000 or less	$88,000 or less	$148.50
above $88,000 up to $111,000	above $176,000 up to $222,000	Not applicable	$207.90
above $111,000 up to $138,000	above $222,000 up to $276,000	Not applicable	$297.00
above $138,000 up to $165,000	above $276,000 up to $330,000	Not applicable	$386.10
above $165,000 and less than $500,000	above $330,000 and less than $750,000	above $88,000 and less than $412,000	$475.20
$500,000 or above	$750,000 and above	$412,000 and above	$504.90

City of Cocoa
Retiree Medicare Advantage Plan
Effective Date: January 1, 2022

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current		Renewal	
Summary of Benefits	**2021**		**2022**	
Carrier	**UnitedHealthcare**		**UnitedHealthcare**	
Network Name	**Medicare Advantage National PPO Plan**		**Medicare Advantage National PPO Plan**	
Annual Deductible	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual	$0	$0	$0	$0
Out-of-Pocket Maximum				
Individual	$1,500		$1,500	
Physician Services				
Primary Care Physician	$10	$10	$10	$10
Specialist	$20	$20	$20	$20
Telemedicine / Virtual Visit	$0	$0	$0	$0
Preventive Services (Medicare-covered)	$0	$0	$0	$0
Immunizations (Flu, Pneumococcal, Hep B)	$0	$0	$0	$0
Eye Exam (Medicare-covered)	$20	$20	$20	$20
Hearing Exam (Medicare-covered)	$20	$20	$20	$20
Dental Services (Medicare-covered)	$20	$20	$20	$20
Lab & Radiology Services				
X-ray Services	$10	$10	$10	$10
Diagnostic Radiology Service	$20	$20	$20	$20
Hospital Services				
Inpatient Hospital Stay	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Surgery	$100	$100	$100	$100
Emergency Room *(waived if admitted)*	$65	$65	$65	$65
Urgent Care	$10	$10	$10	$10
Ambulance	$50	$50	$50	$50
Inpatient Mental Health/Substance Abuse	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Office Visit Mental Health/Substance Abuse	$10 / $20	$10 / $20	$10 / $20	$10 / $20
Other Services				
Diabetic Monitoring Supplies	$0	$0	$0	$0
Chiropractic Visit (Medicare-covered)	$20	$20	$20	$20
Durable Medical Equipment	$20	$20	$20	$20
Home Care Visits	$0	$0	$0	$0
Hearing Aid Reimbursement	$500 Allowance Every 36 months	Not Covered	$500 Allowance Every 36 months	Not Covered
Prescription Drugs **$0 to Initial Coverage Limit (ICL) (Gap)**	*$0 through $4,130*		*$0 through $4,430*	
Tier 1: Generic	$10	Not Covered	$10	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered
Mail Order (90 day supply)	$20 / $40 / $70	Not Covered	$20 / $40 / $70	Not Covered
ICL (Gap) to Catastrophic	*$4,130 through $6,550*		*$4,430 through $7,050*	
Tier 1: Generic	$10	Not Covered	$10	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered
Mail Order (90 day supply)	$20 / $40 / $70	Not Covered	$20 / $40 / $70	Not Covered
Catastrophic	*$6,550 and greater*		*$7,050 and greater*	
Generic	Greater of $3.70 or 5%	Not Covered	Greater of $3.95 or 5%	Not Covered
Brand Name	Greater of $9.20 or 5%	Not Covered	Greater of $9.85 or 5%	Not Covered
Non-Preferred Brand	Greater of $9.20 or 5%	Not Covered	Greater of $9.85 or 5%	Not Covered
Mail Order (90 day supply)	Greater of $9.20 or 5%	Not Covered	Greater of $9.85 or 5%	Not Covered
Net Premium 94	**$369.60**		**$362.21**	
ACA Insurer Fee	**$0.00**		**$0.00**	
Total Premium	**$369.60**		**$362.21**	
Monthly Premium	**$34,742**		**$34,048**	
Total Annual Premium	**$416,909**		**$408,573**	
Dollar Change	**-**		**-$8,336**	
% Change	**-**		**-2.0%**	

UnitedHealthcare

UnitedHealthcare Group Medicare Advantage (PPO)

Plan: 2022 City of Cocoa MAPD Plan

City of Cocoa

1/ 1/2022 - 12/31/2022

Medicare Covered Services

Benefit Name	In Network Services	Out Network Services
Annual Medical Deductible	None	None
Annual Medical Out-of-Pocket Maximum	$1,500	
Is Annual Medical Out-of-Pocket Maximum combined for IN and OUT of network?	Yes	Yes
Physician Services		
Primary Care Physician Office Visit (includes Non-MD office visits)	$10	$10
Specialist Office Visit	$20	$20
Virtual Office Visit	$0	$0
Telemedicine	$0	$0
Annual Routine Physical Exam	$0	$0
Inpatient Services		
Inpatient Hospital Stay	$250 Per Admit	$250 Per Admit
Skilled Nursing Facility Care - Prior hospital stay requirement waived	Yes	Yes
Skilled Nursing Facility Care - Benefit Period	100 Days	
Skilled Nursing Facility Care	$0 Per Day	$0 Per Day
Day Range 1	Days 1 - 20	Days 1 - 20
Day Range 2	$0 Per Day Days 21 - 100	$0 Per Day Days 21 - 100
Inpatient Mental Health in a Psychiatric Hospital - Benefit Period	No Benefit Period	
Inpatient Mental Health Lifetime Maximum	190 Days	
Inpatient Mental Health/ Substance Abuse in a Psychiatric Hospital	$250 Per Admit	$250 Per Admit
Outpatient Services		
Outpatient Surgery	$100	$100
Outpatient Hospital Services	$100	$100
Outpatient Mental Health/Substance Abuse - Individual Visit	$20	$20
Outpatient Mental Health/Substance Abuse - Group Visit	$10	$10
Partial Hospitalization (Mental Health Day Treatment) per day	$55	$55
Comprehensive Outpatient Rehabilitation Facility (CORF)	$10	$10
Occupational Therapy	$10	$10
Physical Therapy and Speech/Language Therapy	$10	$10
Cardiac/Intensive Cardiac/Pulmonary Rehabilitation/SET	$10	$10
Intensive Cardiac Rehabilitation	$10	$10
Pulmonary Rehabilitation	$10	$10
Supervised Exercise Therapy (SET) for Symptomatic peripheral artery disease (PAD)	$10	$10
Kidney Dialysis	$0	$0
Medicare-covered Specialist Visits		
Chiropractic Visit	$20	$20
Podiatry Visit	$20	$20
Eye Exam	$20	$20
Eyewear (Frames and Lenses after cataract surgery)	$0	$0
Hearing Exam	$20	$20
Dental Services	$20	$20
Ambulance/Emergency Room/Urgent Care		
Ambulance Services	$50	$50
Ambulance Copay Waived if Admitted	No	No
Emergency Room (includes Worldwide coverage)	$65	$65
Emergency Room Copay Waived if Admitted within 24 hours	Yes	Yes
Urgent Care (Includes Worldwide Coverage)	$10	$10
Urgent Care Copay Waived if Admitted within 24 hours	Yes	Yes
Part B Drugs And Blood		
Part B Drugs	$0	$0
Part B Chemotherapy Drugs	$0	$0
Blood (3 pint deductible waived)	$0	$0
Durable Medical Equipment (DME) And Supplies		
Durable Medical Equipment	$20	$20
Prosthetics	$20	$20
Orthotics	$20	$20
Diabetic Shoes and Inserts	$20	$20
Medical Supplies	$20	$20
Diabetic Monitoring Supplies	$0	$0
Insulin Pumps and Supplies	$10	$10
Home Healthcare Agency & Hospice		
Home Health Services	$0	$0
Hospice (Medicare-covered)	$0	$0
Procedures		
Clinical Laboratory Services	$10	$10
Outpatient X-ray Services	$10	$10
Diagnostic Procedure/Test (includes non-radiological diagnostic services)	$10	$10
Diagnostic Radiology Service	$20	$20
Therapeutic Radiology Service	$20	$20
Preventive Services (Medicare-Covered)		
Cardiovascular Screenings	$0	$0
Immunizations (Flu, Pneumococcal, Hepatitis B)	$0	$0
Pap Smears and Pelvic Exams	$0	$0
Prostate Cancer Screening	$0	$0
Colorectal Cancer Screenings	$0	$0
Bone Mass Measurement (Bone Density)	$0	$0
Mammography	$0	$0
Diabetes - Self-Management Training	$0	$0
Medical Nutrition Therapy and Counseling	$0	$0
Annual Wellness Exam and One-time Welcome-to-Medicare Exam	$0	$0
Smoking Cessation Visit	$0	$0
Abdominal Aortic Aneurysm (AAA) Screenings	$0	$0
Diabetes Screening	$0	$0
HIV Screening	$0	$0

Preventive Services (Medicare-Covered)		
Screening and Behavioral Counseling Interventions in Primary Care to Reduce Alcohol Misuse	$0	$0
Screening for Depression in Adults	$0	$0
Screening for Sexually Transmitted Infections (STIs) and high intensity Behavioral Counseling to prevent STIs	$0	$0
Intensive Behavioral Therapy to reduce Cardiovascular Disease Risk	$0	$0
Screening and Counseling for Obesity	$0	$0
Glaucoma Screening	$0	$0
Kidney Disease Education	$0	$0
Dialysis Training	$0	$0
Hepatitis C Screening	$0	$0
Lung Cancer Screening	$0	$0
Wellness/Clinical Programs		
Fitness Program	Renew Active	Not Included
Case and Disease Management, including: - High Risk Members - Heart Failure - Respiratory Illness - Kidney Disease - Diabetes - Behavioral Health - Nurse Support - 24/7	Included	Not Included
Preferred Diabetic Supply Program	Included	Not Included
HouseCalls Program	Included	Not Included

Non-Medicare Covered Services

Routine Podiatry		
Routine Podiatry	$20	$20
Routine Podiatry - Number of visits per year	6 Visits	
Routine Vision		
Routine Eye Exam Refraction - every 12 months	$20	$20
Routine Hearing		
Routine Hearing Exam for Hearing Aids	$0	$0
Routine Hearing Exam - Number of Visits	1 Visits	
Routine Hearing Exam - Benefit Period	1 Year	
Routine Hearing Aid - Allowance Per Ear or Combined	Combined	
Routine Hearing Aid - Number of Devices	Unlimited	
Routine Hearing Aid - Benefit Period	3 Years	
Routine Hearing Aid - Device Allowance	$500	

Outpatient Prescription Drug Coverage

Prescription Drug Plan	Standard Plan		
Pharmacy Network	Standard		
Non-OptumRx Mail Order Network	Included		
Formulary Base	Group Select Formulary H		
Bonus Drug List	List U		
Formulary Edits (step therapy, quantity limits, prior authorization)	Standard:Edits On		
Benefit Name	**In Network Services**	**Minimum**	**Maximum**
Part D Gap Coverage	Full Coverage		
Initial Coverage Limit	$4,430		
True Out of Pocket Threshold (TrOOP)	$7,050		
Catastrophic Coverage over TrOOP	CMS Standard		
Copay for generics	$3.95		
Copay for all other drugs	$9.85		
<->OR<-> Coinsurance	5%		
Day Supply			
Retail Day Supply	30		
Retail Day Supply Tier 4 Limit	30		
Mail Order Day Supply	90		
Mail Order Day Supply Tier 4 Limit	90		
Primary Plan - ICL Phase			
Retail Tier 1	$10		
Retail Tier 2	$20		
Retail Tier 3	$35		
Retail Tier 4	$35		
Mail Order Tier 1	$20		
Mail Order Tier 2	$40		
Mail Order Tier 3	$70		
Mail Order Tier 4	$70		

UnitedHealthcare Group Medicare Advantage® plans are offered by United HealthCare Insurance Company and its affiliated companies, Medicare Advantage Organizations with a Medicare contract. Limitations, copayments and coinsurance may apply. Benefits may vary by employer group.

By group's acceptance of this proposal or upon group's first premium payment, whichever occurs first, Group represents to UnitedHealthcare that it offers employment-based retiree coverage as that term is defined in 42 CFR 422.106(d)(5) and that it will only enroll individuals with the status of a retired participant, or spouse or dependent of a retired participant, in the group's employment-based group plan.

Rate Page Report : RP-07875

Group Name	CITY OF COCOA
Final Rates for	1/1/2022 - 12/31/2022

Quoted Service Area	Quoted Membership	Members Under Age 65
National	94	0

Rate Components	Quoted Year: 2022
Net Premium	$362.21
ACA Insurer Fee	$0
Total Premium	**$362.21**

Details

UAF Type	Preliminary	**Current Contract**	H2001
Contract Begin Date	1/1/2022	**Quoted PBP**	816
Contract End Date	12/31/2022	**Current Group Number**	13968
Situs State	Florida	**Market**	National
Full Replace Slice	Full Replace	**Current Membership**	94
Emp Contribution	100%	**Premium Delay**	No
Quote Name	CITY OF COCOA	**Rating Method**	Full Replace
Product Type	NPPO		

Stipulations

* This is a Preliminary quote effective 01/01/2022 - 12/31/2022. The situs state is Florida.
While we make every effort to honor the rates quoted (notwithstanding the other quote stipulations below), we reserve the right to change these preliminary rates and/or the plan designs quoted based on the final call letter from CMS and the actual National average Part D bid for 2022.
To ensure proper claim adjudication effective 01/01/2022, it is imperative that we have final 01/01/2022 plan design decisions from employers as soon as possible. Final decisions received after 11/1/2021 could be problematic in terms of claim adjudication on 01/01/2022.
This quote assumes that the employer pays 100% of the premium.
If members who have previously opted out are to be allowed back into the plan, then this fact must be disclosed at the time of quote.
If the enrollment were to change by more than +/- 10% from current enrollment, we reserve the right to adjust the rates.
Please note the following with regard to the drug coverage on these MAPD products: (i) We reserve the right to change our Part D formulary for calendar year 2022. We also reserve the right to change our pharmacy benefit manager and/or our pharmacy network for calendar year 2022. (ii) There is a specific, Part D drug formulary that applies to all of our MAPD plan offerings. (iii) All Part D prescription drug coverage is considered to be creditable, therefore Creditable Coverage Notices are not required.
United reserves the right to modify its 2022 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or marketplace changes to the Medicare Advantage and Part D programs that will have an impact to the program costs or revenue, including but not limited to: (i) the proposed changes to the Part D program (e.g. point-of-sale rebates); (ii) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver; (iii) any plan design changes required by the applicable regulatory authority (i.e. mandated benefits); (iv) any Force Majeure event, including but not limited to national pandemic, act of God, acts of terrorism, or anything beyond United's reasonable control; or (v) as otherwise permitted in our contract.
Quote assumes $0.00 PMPM commission level.
0 Pre-65 Medicare eligible retirees are included.
The premium rate quoted herein assumes that premiums are due in full on a monthly basis on or before the last business day of the month

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-495

File ID:	21-495	**Type:**	Resolution	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/12/2021
Subject:				**Final Action:**	

Title: Approve Resolution No. 2021-60, 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.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution 2021-60 Establishing the Rolled Back Rate and Setting the Millage Rate 072721.doc	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	lhowell@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2021-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE ROLLED-BACK MILLAGE RATE; ADOPTING A PROPOSED TENTATIVE MILLAGE RATE; AND SETTING THE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER THE PROPOSED TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 200.065 expressly provides that municipalities shall adopt a Proposed Tentative Millage rate; and

WHEREAS, Florida Statute 200.065 requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed tentative millage rate, of its rolled-back millage rate and of the date, time and place at which public hearings will be held to consider the proposed tentative millage rate and tentative budget; and

WHEREAS, 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; and

WHEREAS, Florida Statute 200.65 further requires that within 80 days of the certification of value, but not earlier than 65 days after the certification the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed tentative millage rate.

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

SECTION 1. The rolled-back millage rate to be used for millage calculation for the City of Cocoa, Florida for Fiscal Year 2022 is set at 5.8749 mils.

SECTION 2. The proposed tentative millage rate for the City of Cocoa, Florida for the Fiscal Year 2022 is 6.4532 mils which is 9.84% greater than the computed rolled-back rate of 5.8749

SECTION 3. A public hearing shall be held in the City of Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida on September 14, 2021 at 6:00 p.m. to consider the proposed tentative millage rate and the tentative budget for Fiscal Year 2022.

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida including, but not limited to Resolution No. 2021-60.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of July 2021.

_____
Michael C. Blake., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-506

File ID:	21-506	**Type:**	Report	**Status:**	Council Busines
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/19/2021
Subject:				**Final Action:**	

Title: 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.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution 2020-146.pdf, Resolution 2020-218.pdf, Resolution 2021-13.docx	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	abernard@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

RESOLUTION NO. 2020-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING A LIMITED PERMIT TO AUTHORIZE NEW, TEMPORARY, OUTDOOR SEATING AREAS FOR RESTAURANTS IN THE CITY DUE TO CORONAVIRUS RESTRICTIONS ON INDOOR SEATING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe, acute respiratory illness that appears to occur through respiratory transmission and presents symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 15, 2020, Brevard County declared a county emergency regarding COVID-19; and

WHEREAS, on April 29, 2020, Governor Ron DeSantis issued Executive Order 20-112, which establishes Phase I of the path to re-opening Florida; and

WHEREAS, specifically, Executive Order 20-112 provides that restaurants and food establishments licensed under Chapter 500 or 509, Florida Statutes, may allow on-premises consumption of food and beverage, so long as they adopt appropriate social distancing measures and limit their indoor occupancy to no more than 25 percent of their building occupancy; and

WHEREAS, Executive Order 20-112 also provides that restaurant outdoor seating is permissible with appropriate social distancing, which requires maintaining a minimum of 6 feet between parties, only seating parties of 10 or fewer people and keeping bar counters closed to seating; and

WHEREAS, under the circumstances, the City desires to establish a quick and efficient process for restaurants to obtain a limited permit authorizing temporary outdoor seating capacity in compliance with Executive Order 20-112; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Limited Permit to Authorize New, Temporary Outdoor Seating Areas.

A. *Limited Permit Established.* The City Council hereby establishes a process for restaurants to obtain a limited permit authorizing new, temporary outdoor seating areas that did not exist prior to the Governor's issuance of Executive Order 20-112 on April 29, 2020. No new outdoor seating may be established unless a limited permit as described herein is first obtained from the City Manager or his designee. No fees for the limited permit shall be charged. No cooking, food storage, food preparation, or open flames shall be permitted in the outdoor seating area. Existing, permanent outdoor seating areas previously permitted by the City are exempt from the requirements of this Resolution. All restaurants seeking to establish new, temporary outdoor seating must comply with the requirements of Executive Order 20-112, including appropriate social distancing measures as defined therein, the Florida Fire Prevention Code, the Florida Health Department regulations, and the Americans with Disabilities Act. Issuance of a limited permit for outdoor seating shall in no way excuse or waive compliance with Executive Order 20-112, or any subsequent extension thereof, the Florida Fire Prevention Code, the Florida Health Department regulations, or the Americans with Disabilities Act. Restaurants applying for a limited permit shall not be required to obtain site plan approval or a site plan amendment for the addition of the temporary outdoor seating.

B. *Limited Permit Application – Private Property.* Restaurants seeking to establish new, temporary outdoor seating on private property must submit an application to the Community Services Department, which shall include the following:

1. Consent of the property owner, if the restaurant is not owned by the property owner;
2. A sketch or depiction of the area where outdoor seating is to be located, including dimensions of the seating area, number of tables and chairs proposed, and location of any outdoor heating devices, which may not be located within 2 feet from the edge of any tent, canopy, covering, or other flammable object or material;
3. If applicable, a description of or specifications for any tent, canopy, or covering to be erected above the seating area, which must remain open on all sides at all times during dining service, even during inclement weather;
4. If the outdoor seating area is to be located within a parking lot, a sketch or depiction of the location of temporary physical barriers that will be placed to separate the outdoor seating area from the remaining parking and description of the type of temporary physical barriers to be used. No parking for disabled persons may be repurposed for outdoor seating use;
5. If beer and/or wine will be served, written proof from the state division of alcoholic beverages that the outdoor seating area has

been included into the alcohol licensed premises pursuant to the state beverage laws.

C. *Limited Permit Application – Public Property.* Restaurants seeking to establish new, temporary outdoor seating on public property, such as the public sidewalk, shall include all application submittal requirements described in Section 2.B above, in addition to the following:

1. The sketch or depiction of the area where outdoor seating is to be located shall also include the location of adjacent private property boundaries, street trees, parking meters, bus shelters, sidewalk benches, trash receptacles, and any other obstruction or object either existing or proposed within a pedestrian pathway;
2. In the event the applicant desires to use an area in front of an adjacent business, the applicant shall submit a written statement from the owner of the adjacent property and any tenant, if different than the owner, that shows the owner of the adjacent property and the tenant approve of the applicant's application to establish and operate the outdoor seating area in front of the adjacent property.
3. A signed instrument, in a form acceptable to the city attorney and city manager, agreeing to indemnify and hold harmless the city and its council members, officers, employees, and attorneys. The signed instrument shall, at a minimum, state the applicant will indemnify and hold the city harmless against liability, including court costs and reasonable attorneys fees, through all appellate proceedings, for any and all claims for damage to property, or injury to, or death of, persons arising out of or resulting from the issuance of the permit to establish and operate the outdoor seating area in the public right-of-way; and
4. A certificate of commercial general liability insurance covering the restaurant with a minimum per occurrence limit of not less than three hundred thousand dollars ($300,000.00), with the city shall be named as an additional insured on the commercial general liability insurance policy, as the city's interests may occur.

D. *Processing Limited Permit Applications.* The City Manager or his designee shall review and approve the limited, non-transferable permit, provided that:

1. The new, temporary outdoor seating, including associated noise and lighting, will not negatively impact neighboring property owners; will not impede safe ingress and egress to the property; and will not unreasonably impede or interfere with pedestrian traffic or public facilities in the right-of-way, such as bus stops;
2. Safe pedestrian access is provided to the restaurant's entrance and to the new outdoor seating area;
3. An adequate buffer is provided between the outdoor seating area and parking or drive aisles;
4. If the outdoor seating area is to be located within a parking lot, the new outdoor seating area may not result in the reduction of

available parking spaces to less than what is required to operate the restaurant based on the reduced 25% occupancy and all combined outdoor seating areas. If the restaurant desires to maintain the limited permit and outdoor seating area during the period of any subsequent executive order by Governor Ron DeSantis which maintains limited indoor seating capacity to seventy-five percent (75%) or less, the City shall conduct a further evaluation of whether the outdoor seating area results in the reduction of available parking spaces to less than what is required to operate the restaurant based on the reduced capacity;

5. The property owner has consented to the outdoor seating area; and
6. The restaurant has a valid business license to operate in the City.

E. *Building Permit Required.* All tents, canopies, or covers that exceed 120 square feet shall require a building permit and appropriate inspections as required by the Florida Building Code and shall be made of flame retardant or resistant materials as provided in the Florida Fire Prevention Code. No fees will be charged for the building permit or inspections.

F. *Flooring.* No raised platforms, temporary decks or special flooring is permitted within the outdoor seating area. All tables and chairs must be placed directly on the ground.

G. *Expiration.* All limited permits authorizing new, temporary outdoor seating areas shall expire upon the rescission or expiration (with no extension) of Governor Ron DeSantis's Executive Order 20-112 or upon the rescission or expiration (with no extension) of any subsequent executive order by Governor Ron DeSantis which maintains limited indoor seating capacity to seventy-five percent (75%) or less, whichever is later. In addition, all limited permits shall expire immediately upon the issuance of any executive order closing restaurant service or limiting it to take-out only.

H. *Revocation.* Limited permits issued by the City Manager or his designee may be revoked after adequate notice and an opportunity to be heard is given to the restaurant, based upon:

1. The limited permit was obtained upon a false statement, fraud, concealment, deceit, misrepresentation, misleading statements, evasions or suppression of material facts;
2. The restaurant failed to adhere to the requirements of this Resolution, the conditions of the permit, or the Governor's applicable executive order;
3. The City has received complaints from neighboring property owners that the outdoor seating area has become a nuisance or detriment to the enjoyment of their property;
4. If applicable, the adjacent property owner or tenant revokes their approval to operate the outdoor seating area in front of the adjacent property;
5. The City must conduct street, sidewalk, or utility repairs;

6. The restaurant failed to maintain the outdoor seating area with a clean and attractive appearance;
7. If the temporary outdoor seating area is located in a parking lot, subsequent increases in indoor seating capacity render the outdoor seating area unsafe or reduce the available parking spaces to less than what is required to operate the restaurant based on the reduced occupancy; or
8. The outdoor seating area creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic and poses a danger to the health, safety and general welfare of the public.

I. *Penalty.* Failure to comply with this Resolution or the conditions of any limited permit issued shall be unlawful and may result in a penalty not exceeding $500 per violation.

SECTION 3. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, 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 5. Effective date. 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 special meeting assembled on the 6th day of May, 2020.

Jake Williams, Jr., Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

City of Cocoa CORPORATE SEAL FLORIDA

RESOLUTION NO. 2020-218

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING RESOLUTION 2020-146, WHICH ESTABLISHED A LIMITED PERMIT FOR NEW, TEMPORARY, OUTDOOR SEATING AREAS FOR RESTAURANTS IN THE CITY DUE TO CORONAVIRUS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe, acute respiratory illness that appears to occur through respiratory transmission and presents symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida were necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on September 25, 2020, Governor Ron DeSantis issued Executive Order 20-244, which superseded and eliminated any and all restrictions of previous Executive Orders 20-112, 20-123, 20-139, 20-192, 20-214, and 20-223, which established Phases I and II of the path to re-opening Florida, except as modified in Executive Order 20-244; and

WHEREAS, specifically, Executive Order 20-244, provides that restaurants, including any establishment with a food service license, may not be limited by a COVID-19 emergency order by any local government to less than fifty percent (50%) of their indoor capacity and, further, that if a restaurant is limited to less than one hundred percent (100%) of its indoor capacity, such COVID-19 emergency order must quantify the economic impact of each limitation or requirement on those restaurants and explain why each limitation or requirement is necessary for public health; and

WHEREAS, the City of Cocoa has not adopted any local emergency order limiting the indoor capacity of restaurants in the City and, consequently, Executive Order 20-244 has had the practical effect of eliminating all limitations on indoor capacity of restaurants in the City; and

WHEREAS, previously, the City desired to establish a quick and efficient process for restaurants to obtain a limited permit authorizing temporary outdoor seating capacity as a result of the capacity restrictions on indoor dining as provided in the superseded Executive Orders and adopted Resolution 2020-146 to accomplish this objective; and

WHEREAS, Resolution 2020-146 provided that all limited permits authorizing new, temporary outdoor seating areas would expire upon the rescission or expiration (with no extension) of Governor Ron DeSantis's Executive Order 20-112

or upon the rescission or expiration (with no extension) of any subsequent executive order by Governor Ron DeSantis which maintained limited indoor seating capacity to seventy-five percent (75%) or less; and

WHEREAS, the City of Cocoa recognizes that the Centers for Disease Control and Prevention's (CDC) Guidance on "Considerations for Restaurants and Bars," updated September 6, 2020, still provides that outdoor seating at restaurants reduces the risk of spread of COVID-19 and recommends prioritizing outdoor seating as much as possible; and

WHEREAS, the City Council desires to amend Resolution 2020-146 to retroactively extend limited permits which may have been issued for temporary outdoor seating, to provide for a new expiration of Resolution 2020-146, and to include new provisions that allow for case-by-case revocations of the limited permits when increased indoor capacity and associated parking demands so necessitate; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Amendment of Resolution 2020-146. The City of Cocoa Resolution 2020-146, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Resolution of text existing in the Resolution 2020-146. It is intended that the text in the Resolution 2020-146 denoted by the asterisks and set forth in this Resolution shall remain unchanged from the language existing prior to adoption of this Resolution):

RESOLUTION 2020-146

(* * *)

SECTION 2. Limited Permit to Authorize New, Temporary Outdoor Seating Areas.

A. *Limited Permit Established.* The City Council hereby establishes a process for restaurants to obtain a limited permit authorizing new, temporary outdoor seating areas that did not exist prior to the Governor's issuance of Executive Order 20-112 on April 29, 2020. No new outdoor seating may be established unless a limited permit as described herein is first obtained from the City Manager or his designee. No fees for the limited permit shall be charged. No cooking, food storage, food preparation, or open flames shall be permitted in the outdoor seating area. Existing, permanent outdoor seating areas previously permitted by the City are exempt from the requirements of this Resolution. All restaurants seeking to establish new,

temporary outdoor seating must comply with the requirements of ~~Executive Order 20-112, including appropriate social distancing measures as defined therein,~~ the Florida Fire Prevention Code, the Florida Health Department regulations, and the Americans with Disabilities Act. Issuance of a limited permit for outdoor seating shall in no way excuse or waive compliance with ~~Executive Order 20-112, or any subsequent extension thereof,~~ the Florida Fire Prevention Code, the Florida Health Department regulations, or the Americans with Disabilities Act. Restaurants applying for a limited permit shall not be required to obtain site plan approval or a site plan amendment for the addition of the temporary outdoor seating.

(* * *)

D. Processing Limited Permit Applications. The City Manager or his designee shall review and approve the limited, non-transferable permit, provided that:

1. The new, temporary outdoor seating, including associated noise and lighting, will not negatively impact neighboring property owners; will not impede safe ingress and egress to the property; and will not unreasonably impede or interfere with pedestrian traffic or public facilities in the right-of-way, such as bus stops;
2. Safe pedestrian access is provided to the restaurant's entrance and to the new outdoor seating area;
3. An adequate buffer is provided between the outdoor seating area and parking or drive aisles;
4. If the outdoor seating area is to be located within a parking lot, the new outdoor seating area may not result in the reduction of available parking spaces to less than what is required to operate the restaurant based on ~~the reduced 25%~~ full occupancy or, if the restaurant proprietor is voluntarily operating the restaurant at reduced indoor capacity, the new outdoor seating area may not result in the reduction of available parking spaces to less than what is required to operate the restaurant based on the reduced occupancy and all combined outdoor seating areas. ~~If the restaurant desires to maintain the limited permit and outdoor seating area during the period of any subsequent executive order by Governor Ron DeSantis which maintains limited indoor seating capacity to seventy-five percent (75%) or less, the~~ The City ~~shall~~ may conduct a further evaluation and site inspection at any time to determine ~~of~~ whether the outdoor seating area results in the reduction of available parking spaces to less than what is required to operate the restaurant based on ~~the reduced~~ current capacity;
5. The property owner has consented to the outdoor seating area; and
6. The restaurant has a valid business license to operate in the City.

(* * *)

G. *Retroactive Extension and Expiration.* ~~All limited permits authorizing new, temporary outdoor seating areas shall expire upon the rescission or expiration (with no extension) of Governor Ron DeSantis's Executive Order 20-112 or upon the~~

~~rescission or expiration (with no extension) of any subsequent executive order by Governor Ron DeSantis which maintains limited indoor seating capacity to seventy-five percent (75%) or less, whichever is later. In addition, all limited permits shall expire immediately upon the issuance of any executive order closing restaurant service or limiting it to take-out only.~~ All limited permits authorizing new, temporary outdoor seating areas shall expire on February 28, 2021 or upon adoption of a subsequent resolution of the City Council terminating such permits and the limited temporary outdoor seating program, whichever is sooner. All limited permits authorizing new, temporary outdoor seating areas previously issued pursuant to Resolution 2020-146 shall be automatically and retroactively extended upon the adoption of this Resolution. However, nothing herein is intended to supersede the City Manager's authority to revoke individual limited permits pursuant to Section H herein.

H. *Revocation.* Limited permits issued by the City Manager or his designee may be revoked after adequate notice and an opportunity to be heard is given to the restaurant, based upon:

1. The limited permit was obtained upon a false statement, fraud, concealment, deceit, misrepresentation, misleading statements, evasions or suppression of material facts;
2. The restaurant failed to adhere to the requirements of this Resolution, the conditions of the permit, or ~~the Governor's~~ any applicable executive order;
3. The City has received complaints from neighboring property owners that the outdoor seating area has become a nuisance or detriment to the enjoyment of their property;
4. If applicable, the adjacent property owner or tenant revokes their approval to operate the outdoor seating area in front of the adjacent property;
5. The City must conduct street, sidewalk, or utility repairs;
6. The restaurant failed to maintain the outdoor seating area with a clean and attractive appearance;
7. If the temporary outdoor seating area is located in a parking lot, ~~subsequent~~ increases in indoor seating capacity render the outdoor seating area unsafe or reduce the available parking spaces to less than what is required to operate the restaurant based on the ~~reduced~~ current occupancy; or
8. The outdoor seating area creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic and poses a danger to the health, safety and general welfare of the public.

(* * *)

SECTION 3. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, 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 5. Effective date. 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 13th day of October, 2020.

Jake Williams, Jr., Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

CITY COUNCIL SEAL FLORIDA

RESOLUTION NO. 2021-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING RESOLUTION 2020-146, AS AMENDED BY RESOLUTION NO. 2020-218, WHICH ESTABLISHED A LIMITED PERMIT FOR NEW, TEMPORARY, OUTDOOR SEATING AREAS FOR RESTAURANTS IN THE CITY DUE TO CORONAVIRUS TO MODIFY THE EXPIRATION DATE UNTIL JUNE 30, 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe, acute respiratory illness that appears to occur through respiratory transmission and presents symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida were necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on September 25, 2020, Governor Ron DeSantis issued Executive Order 20-244, which superseded and eliminated any and all restrictions of previous Executive Orders 20-112, 20-123, 20-139, 20-192, 20-214, and 20-223, which established Phases I and II of the path to re-opening Florida, except as modified in Executive Order 20-244; and

WHEREAS, specifically, Executive Order 20-244, provides that restaurants, including any establishment with a food service license, may not be limited by a COVID-19 emergency order by any local government to less than fifty percent (50%) of their indoor capacity and, further, that if a restaurant is limited to less than one hundred percent (100%) of its indoor capacity, such COVID-19 emergency order must quantify the economic impact of each limitation or requirement on those restaurants and explain why each limitation or requirement is necessary for public health; and

WHEREAS, the City of Cocoa has not adopted any local emergency order limiting the indoor capacity of restaurants in the City and, consequently, Executive Order 20-244 has had the practical effect of eliminating all limitations on indoor capacity of restaurants in the City; and

WHEREAS, previously, the City desired to establish a quick and efficient process for restaurants to obtain a limited permit authorizing temporary outdoor seating capacity as a result of the capacity restrictions on indoor dining as provided in the superseded Executive Orders and adopted Resolution 2020-146 to accomplish this objective; and

WHEREAS, Resolution 2020-146 provided that all limited permits authorizing new, temporary outdoor seating areas would expire upon the rescission or expiration (with no extension) of Governor Ron DeSantis's Executive Order 20-112 or upon the rescission or expiration (with no extension) of any subsequent executive order by Governor Ron DeSantis which maintained limited indoor seating capacity to seventy-five percent (75%) or less; and

WHEREAS, the City of Cocoa recognizes that the Centers for Disease Control and Prevention's (CDC) Guidance on "Considerations for Restaurants and Bars," updated September 6, 2020, still provides that outdoor seating at restaurants reduces the risk of spread of COVID-19 and recommends prioritizing outdoor seating as much as possible; and

WHEREAS, the City Council desires to amend Resolution 2020-146, as amended by 2020-218, to retroactively extend limited permits which may have been issued for temporary outdoor seating, to provide for a second extension and new expiration of June 30, 2021; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Amendment of Resolution 2020-146, as Amended by Resolution 2020-218. Section 2 G. of City of Cocoa Resolution 2020-146, as amended by Resolution 2020-218, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Resolution of text existing in the Resolution 2020-146, as amended by Resolution 2020-218. It is intended that the text in the Resolution 2020-146, as amended by Resolution 2020-218, denoted by the asterisks and set forth in this Resolution shall remain unchanged from the language existing prior to adoption of this Resolution):

RESOLUTION 2020-146, as amended by Resolution 2020-218

(* * *)

SECTION 2. Limited Permit to Authorize New, Temporary Outdoor Seating Areas.

(* * *)

G. *Retroactive Extension and Expiration.* All limited permits authorizing new, temporary outdoor seating areas shall expire on June 30 ~~February 28~~, 2021 or upon adoption of a subsequent resolution of the City Council terminating such permits and the limited temporary outdoor seating program, whichever is sooner. All limited permits authorizing new, temporary outdoor seating areas previously issued pursuant to Resolution 2020-146, as amended by Resolution 2020-218, shall be automatically and retroactively extended upon the adoption of this Resolution. However, nothing herein is intended to supersede the City Manager's authority to revoke individual limited permits pursuant to Section H herein.

(* * *)

SECTION 3. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, 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 5. Effective date. 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 23rd day of February, 2020.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-481

File ID:	21-481	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/02/2021
Subject:	June, 2021 Monthly Purchasing Approval Information			**Final Action:**	

Title: Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 6/30/2021.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	PO Monthy Report to City Council 10.01.20 thru 6.30.21.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:



Purchase Order Approvals 10-01-20 thru 6-30-21

$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 6-30-21
$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 7/2/2021

Purchase Order Approvals 10-01-20 thru 6-30-21
$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 7/2/2021

Purchase Order Approvals 10-01-20 thru 6-30-21
$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 7/2/2021

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-487

File ID:	21-487	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/07/2021
Subject:				**Final Action:**	

Title: Informational Item Only

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	June 2021 Calls for Service By Incident Type.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	sbyrd@cocoafl.org	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

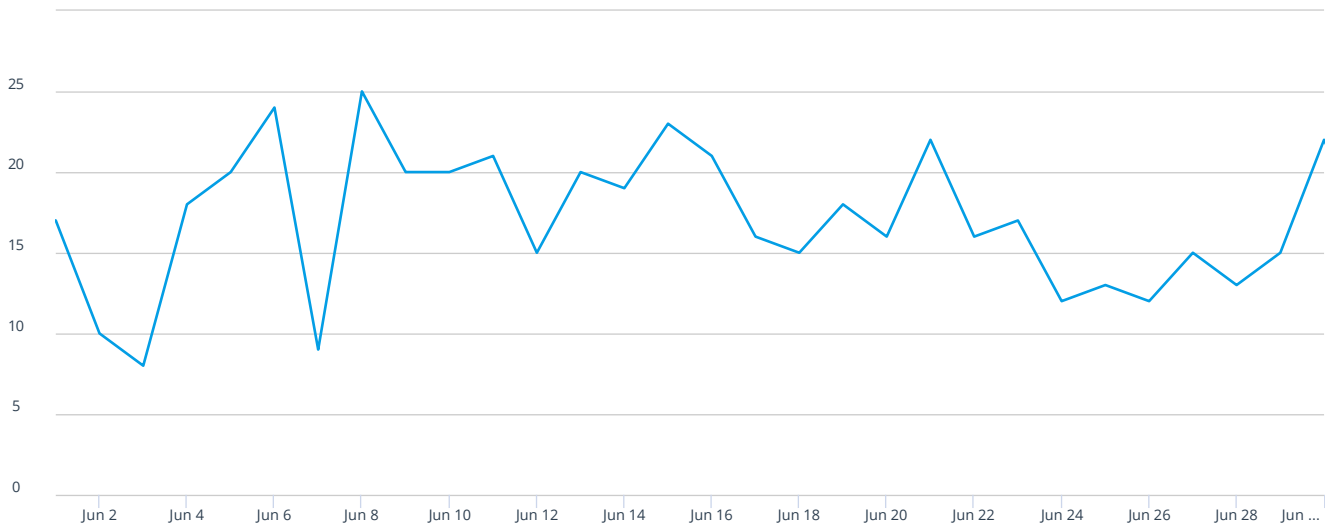
Custom Jun 1, 2021 - Jun 30, 2021

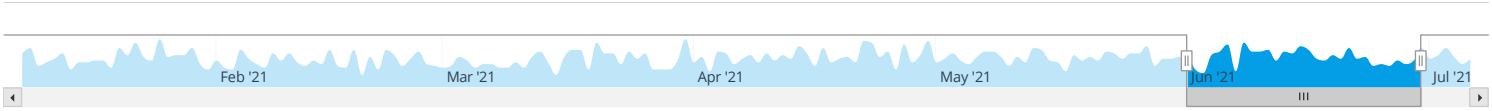
35%
FIRE
Percentage of Total Incidents

65%
EMS
Percentage of Total Incidents

512
INCIDENTS
In Selected Time Slice

30
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	6/6/21	6/13/21	6/20/21	6/27/21	7/4/21	7/11/21	7/18/21	7/25/21	8/1/21	8/8/21	8/15/21	8/22/21	8/29/21	Total
(10) Fire, other		1		1										2
(11) Structure Fire		2												2
(13) Mobile property (vehicle) fire			1											1
(14) Natural vegetation fire	1													1
(15) Outside rubbish fire		2	1		1									4
(30) Rescue, emergency medical call (EMS), other	1	3	1	3	2									10
(31) Medical assist	1	3	2	5	1									12
(32) Emergency medical service (EMS) incident	63	74	77	58	37									309
(40) Flammable gas or liquid condition, other		1												1
(41) Combustible/f.. spills & leaks	1			1										2
(42) Chemical release, reaction, or toxic condition				1										1
(44) Electrical wiring/equipm. problem	3	3	1	3										10
(50) Service call, other			1											1
(51) Person in distress		1	1		2									4
(53) Smoke, odor problem				1										1

483

Week Ending	6/6/21	6/13/21	6/20/21	6/27/21	7/4/21	7/11/21	7/18/21	7/25/21	8/1/21	8/8/21	8/15/21	8/22/21	8/29/21	Total
(55) Public service assistance	6	17	14	12	1									50
(60) Good intent call, other		1	1	1										3
(61) Dispatched and canceled en route	13	14	16	13	5									61
(62) Wrong location, no emergency found	1	3	5	2										11
(70) False alarm and false call, other	5	3	4	3										15
(73) System or detector malfunction	2	1	2	2	1									8
(74) Unintentional system/detect... operation (no fire)			1	1										2
UNK		1												1
Total	97	130	128	107	50									512

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-492

File ID:	21-492	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/12/2021
Subject:				**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.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	CM-Change Orders 6-30-21.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

FY2021 Change Orders - CM authorized to execute

applied to contingency | as of: 6/30/2021

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.		217,745.00	4/27/2021	2021-035							
Project Manager:		19,795.00	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	$ 197,950.00		$ 197,950.00		
	PO#78016										
		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					
	PO#77877										
		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	$ 382,773.05	
	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				
	GDM 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								

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-493

File ID:	21-493	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/12/2021
Subject:				**Final Action:**	

Title: FY 2021 Budget Adjustment Report

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	June FY 2021 EXPENSE Budget Tracking Worksheet.pdf, June FY 2021 REVENUE Budget Tracking Worksheet.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2021

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			
23	Budget Amendments/Transfers		Division 1600 Total	($27,352)	
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			
2	Budget Amendments/Transfers		Division 1801 Total	$5,370	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
	001-2100-521.55-00	495			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.46-03	500	ASSIGN AD BUDG PROJ #S	405
	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		
	001-2100-521.52-00	7,753		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.44-00	7,800	ASSIGN AD BUDG PROJ #S	405
	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
	001-2100-521.52-12	16,980		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
	001-2101-521.21-00	276			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-2101-521.21-00	1,962	COVID 19 PAYOUTS RES# 2020-235		558
	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
	001-2200-522.52-00	100			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
05/27/21	001-3200-515.12-00	(59,971)	CORR C NEUT PR BUDG CHARLENE NEUTERMAN		3157

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/27/21	001-3200-515.22-00	(16,366)	CORR C NEUT PR BUDG CHARLENE NEUTERMAN		3157
	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			
	001-3510-541.63-00	50,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	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		
	001-3520-572.46-00	16,000	AFB PD BLDG REPAIRS RES# 2021-043	3312

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
17	Budget Amendments/Transfers		Division 3520 Total	$155,497	
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			
5	Budget Amendments/Transfers		Division 3540 Total	$2,873	
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)			
	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					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
1 Budget Amendments/Transfers			Division 3580 Total	$2,298	
151 Total Budget Amendments/Transfers			**GENERAL FUND**	**$2,938,914**	
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			
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			
11 Budget Amendments/Transfers			Division 3240 Total	$286,465	
11 Total Budget Amendments/Transfers			**CDBG**	**$286,465**	
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**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
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		
4 Budget Amendments/Transfers			Division 3200 Total	$4,084
4 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$4,084**
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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/17/20	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		
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		
7	Budget Amendments/Transfers		Division 3230 Total	$0

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
7 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**	
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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
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		
	421-4010-536.24-00	31		
	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		
23	Budget Amendments/Transfers		Division 4010 Total	$801,889
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		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237	553
	421-4020-536.64-00	36,458		
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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/08/21	421-4020-536.64-00	9,118	NEW BLOWER / DYAL PLANT		3314
24	Budget Amendments/Transfers		Division 4020 Total	$34,038	
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
	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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
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
22	Budget Amendments/Transfers		Division 4055 Total	$1,951,213
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
	421-4120-536.31-03	1,081		
	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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/27/21	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			
13 Budget Amendments/Transfers			Division 4120 Total	$58,681	
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	
107 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$3,489,236**	
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
	423-3570-538.63-00	28,736			
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)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/16/20	423-3570-538.52-33	3,528	ASSIGN AD BUDG PROJ #S		405
	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			
16 Budget Amendments/Transfers			Division 3570 Total	$138,277	
16 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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/16/20	424-4020-536.63-00	600,000	ASSIGN AD BUDG PROJ #S		405
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
5	Budget Amendments/Transfers		Division 4020 Total	$412,202	
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
	424-4055-536.63-00	76,970			
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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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	
14	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$352,949**	
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
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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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
14	Budget Amendments/Transfers		Division 4055 Total	$30,599,552	
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
2	Budget Amendments/Transfers		Division 4120 Total	$2,677,196	
18	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**$33,555,225**	

361 Transfers & Amendments between 10/1/2020 and 6/30/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **44,693,525**

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

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2021

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
34	Budget Amendments/Transfers		Division 0000 Total	$2,938,914	
	34 Total Budget Amendments/Transfers		**GENERAL FUND**	**$2,938,914**	
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
4	Budget Amendments/Transfers		Division 0000 Total	$286,467	
	4 Total Budget Amendments/Transfers		**CDBG**	**$286,467**	
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
1	Budget Amendments/Transfers		Division 0000 Total	$4,084	
	1 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
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**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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**	
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
8 Budget Amendments/Transfers			Division 0000 Total	$3,489,234	
8 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$3,489,234**	
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
6 Budget Amendments/Transfers			Division 0000 Total	$352,949	
6 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$352,949**	
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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
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**	

68 Transfers & Amendments between 10/1/2020 and 6/30/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **44,693,525**

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

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Detailed Staff Report

File Number: 21-494

File ID:	21-494	**Type:**	Informational Item	**Status:**	Agenda Ready
Version:	1	**Agenda Section:**		**In Control:**	City Council
				File Created:	07/12/2021
Subject:				**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.

Internal Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Budget By Classification Report -June 2021.pdf	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

FY 2021 Budget by Classification Report - Summary Listing

6/30/2021

Target for June 2021 is 75%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 9,216,018	$ 858,411	91%
OTHER PERMITS AND FEES	$ 4,403,003		$ 3,940,006	$ 462,997	89%
INTERGOVERNMENTAL	$ 2,694,648		$ 2,790,212	$ (95,564)	104%
CHARGES FOR SERVICES	$ 12,422,689		$ 9,439,514	$ 2,983,175	76%
FINES AND FORFEITURES	$ 14,813		$ 12,247	$ 2,566	83%
MISCELLANEOUS	$ 577,601		$ 650,194	$ (72,593)	113%
OTHER SOURCES (NON-REVENUE)	$ 14,102,764		$ 7,311,995	$ 6,790,769	52%
REVENUE TOTALS	**$ 44,289,947**		**$ 33,360,185**	**$ 10,929,762**	**75%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,011,362	$ 891	$ 16,133,739	$ 8,876,732	65%
OPERATING EXPENDITURES	$ 13,081,441	$ 1,907,279	$ 7,303,177	$ 3,870,985	70%
CAPITAL OUTLAY	$ 2,987,007	$ 1,454,123	$ 611,800	$ 921,084	69%
GRANTS, AIDS AND OTHER	$ 3,210,137	$ -	$ 2,758,881	$ 451,256	86%
EXPENSE TOTALS	**$ 44,289,947**	**$ 3,362,293**	**$ 26,807,597**	**$ 14,120,057**	**68%**
REVENUE TOTALS	**$ 44,289,947**	**$ -**	**$ 33,360,185**	**$ 10,929,762**	**75%**
EXPENSE TOTALS	**$ 44,289,947**	**$ 3,362,293**	**$ 26,807,597**	**$ 14,120,057**	**68%**
	$ -	**$ (3,362,293)**	**$ 6,552,588**	**$ (3,190,295)**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	100,000	61,077.22	61	6,526,904	6,466,902.26	99	6,626,904	160,001.74
20	00	DELINQUENT TAXES	0	216,601.30		0	217,579.43		15,000	202,579.43-
25	00	PENALTIES RE: TAXES	0	9,356.96		0	17,094.10		5,000	12,094.10-
30	00	TAX CERTIFICATES	200,000	.00		200,000	.00		200,000	200,000.00
311	**	AD VALOREM	300,000	287,035.48	96	6,726,904	6,701,575.79	100	6,846,904	145,328.21
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	46,144	81,456.07	177	415,296	455,220.75	110	553,736	98,515.25
312	**	SALES USE AND FUEL TAXES	46,144	81,456.07	177	415,296	455,220.75	110	553,736	98,515.25
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	118,708.78	95	1,125,000	1,096,168.33	97	1,500,000	403,831.67
30	00	WATER-COCOA	30,423	32,657.19	107	273,807	285,606.62	104	365,082	79,475.38
40	00	GAS	1,433	4,915.97	343	12,897	38,990.62	302	17,200	21,790.62-
80	00	PROPANE	1,666	2,451.66	147	14,994	16,280.44	109	20,000	3,719.56
314	**	UTILITY SERVICE TAX	158,522	158,733.60	100	1,426,698	1,437,046.01	101	1,902,282	465,235.99
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	51,292	56,463.88	110	461,628	494,007.06	107	615,507	121,499.94
315	**	COMMUNICATION SERVICE TAX	51,292	56,463.88	110	461,628	494,007.06	107	615,507	121,499.94
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	1,000	924.87	93	153,000	128,168.44	84	156,000	27,831.56
316	**	LOCAL BUSINESS TAX	1,000	924.87	93	153,000	128,168.44	84	156,000	27,831.56
310	***	TAXES	556,958	584,613.90	105	9,183,526	9,216,018.05	100	10,074,429	858,410.95
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
10	00	TRAINING SURCHARGE	0	.00		0	935.25		0	935.25-
322	**	BUILDING PERMITS	0	.00		0	935.25		0	935.25-
323		FRANCHISE FEES								
10	00	ELECTRICITY	116,666	95,511.61	82	1,049,994	700,873.21	67	1,400,000	699,126.79
40	00	GAS	2,900	7,808.86	269	26,100	57,581.51	221	34,800	22,781.51-
70	00	SOLID WASTE	15,641	17,594.18	113	140,769	157,808.40	112	187,703	29,894.60
323	**	FRANCHISE FEES	135,207	120,914.65	89	1,216,863	916,263.12	75	1,622,503	706,239.88
325		SPECIAL ASSESSMENT								
22	01	FIRE ASSESSMENT	0	24,375.28		2,614,500	2,815,310.59	108	2,614,500	200,810.59-

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
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
22	02	F ASSMNT DELINQ TAXES	2,000	131,897.04	6595	2,000	132,834.53	6642	2,000	130,834.53-
22	03	F ASSMNT PENALTIES	0	4,729.42		0	6,494.77		2,000	4,494.77-
22	04	F ASSMNT TAX CERTS	0	.00		0	.00		150,000	150,000.00
22	*	FIRE PROTECTION	2,000	161,001.74	8050	2,616,500	2,954,639.89	113	2,768,500	186,139.89-
325	**	SPECIAL ASSESSMENT	2,000	161,001.74	8050	2,616,500	2,954,639.89	113	2,768,500	186,139.89-
329		OTHER PERMITS & FEES								
25	00	PLANNING AND ZONING	833	2,633.10	316	7,497	53,937.90	720	10,000	43,937.90-
35	00	FIRE INSPECTIONS	166	1,360.00	819	1,494	14,230.00	953	2,000	12,230.00-
329	**	OTHER PERMITS & FEES	999	3,993.10	400	8,991	68,167.90	758	12,000	56,167.90-
320	***	OTHER PERMITS & FEES	138,206	285,909.49	207	3,842,354	3,940,006.16	103	4,403,003	462,996.84
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	7,921.40	104	71,694	46,623.09	65	94,623	47,999.91
20	16	INTERNET CRIMES GRANT	833	.00		7,497	.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	7,921.40	94	241,038	177,800.59	74	309,220	131,419.41
39	11	FHA/FDOT LAP441205-1-5801	558	78,150.62	4006	1,674	148,741.44	8885	3,349	145,392.44-
39	12	USDA/FOREST SVC 26866	0	.00		15,000	13,886.10	93	15,000	1,113.90
39	*	OTHER PHYSCAL ENVIRONMENT	558	78,150.62	4006	16,674	162,627.54	975	18,349	144,278.54-
50	01	FEMA DISASTER RELIEF	0	540,954.00		0	540,954.00		0	540,954.00-
50	*	ECONOMIC ENVIRONMENT	0	540,954.00		0	540,954.00		0	540,954.00-
331	**	FEDERAL GRANTS	9,031	627,026.02	6943	257,712	881,382.13	342	327,569	553,813.13-
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	26,000	.00		26,000	5,899.65	23	26,000	20,100.35
333	**	PAYMENT IN LIEU OF TAXES	26,000	.00		26,000	5,899.65	23	26,000	20,100.35
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	30,053.00		0	30,053.00		0	30,053.00-

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
330	INTERGOVERNMENTAL REVENUE								
334	STATE GRANT								
50 10	CARES CRF #107-2020	6,082	.00		36,492	54,802.45	150	54,741	61.45-
50 *	ECONOMIC ENVIRONMENT	6,082	30,053.00	494	36,492	84,855.45	233	54,741	30,114.45-
334 **	STATE GRANT	6,082	30,053.00	494	36,492	84,855.45	233	54,741	30,114.45-
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,916	42,216.81	101	377,244	379,951.29	101	503,000	123,048.71
12 20	8TH CNT MUNICIPAL GAS TAX	12,736	11,955.92	94	114,624	107,603.35	94	152,832	45,228.65
12 *	STATE REVENUE SHARING	54,652	54,172.73	99	491,868	487,554.64	99	655,832	168,277.36
14 00	MOBILE HOME LICENSES	1,833	995.00	54	16,497	20,649.94	125	22,000	1,350.06
15 00	ALCOHOLIC BEVERAGE	416	.00		3,744	17,502.72	468	5,000	12,502.72-
18 00	LOCAL GOVERNMENT 1/2 CENT	87,875	113,312.18	129	790,875	813,767.46	103	1,054,500	240,732.54
21 00	FIREFIGHTER SUPPLEMENTAL	0	2,232.77		12,000	10,128.25	84	16,000	5,871.75
29 21	POL PEN STATE CONTR	36,477	.00		72,954	.00		182,386	182,386.00
29 22	FIRE PEN STATE CONTR	21,029	.00		42,058	.00		105,146	105,146.00
29 *	OTHER PUBLIC SAFETY	57,506	.00		115,012	.00		287,532	287,532.00
41 00	FUEL TAX REFUNDS	2,083	6,447.35	310	18,747	13,587.38	73	25,000	11,412.62
335 **	STATE SHARED REVENUES	204,365	177,160.03	87	1,448,743	1,363,190.39	94	2,065,864	702,673.61
337	GRANTS FROM LOCAL UNITS								
30 17	FIND BV-CO-20-147 DREDGIN	2,727	.00		21,816	.00		30,000	30,000.00
30 18	FIND BV-CO-20-146 BT RAMP	2,273	.00		18,184	.00		25,000	25,000.00
30 *	PHYSICAL ENVIRONMENT	5,000	.00		40,000	.00		55,000	55,000.00
40 02	AURORA ST SIDEWLK IMPROV	8,295	.00		40,110	65,000.00	162	65,000	.00
60 01	BREV CTY CARES CVD19	16,746	.00		50,238	389,884.08	776	100,474	289,410.08-
60 *	HUMAN SERVICES	16,746	.00		50,238	389,884.08	776	100,474	289,410.08-
337 **	GRANTS FROM LOCAL UNITS	30,041	.00		130,348	454,884.08	349	220,474	234,410.08-
330 ***	INTERGOVERNMENTAL REVENUE	275,519	834,239.05	303	1,899,295	2,790,211.70	147	2,694,648	95,563.70-
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	548,813	548,814.00	100	4,939,317	4,939,326.00	100	6,585,764	1,646,438.00
31 00	ADMIN FEES STORMWATER	14,895	14,897.00	100	134,055	134,073.00	100	178,749	44,676.00
40 00	CERTIFY/COPY/SEARCH	8,000	13,758.90	172	72,000	95,974.96	133	96,000	25.04

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	280.00	169	1,494	1,946.12	130	2,000	53.88
341 **	GENERAL GOVERNMENT	571,874	577,749.90	101	5,146,866	5,171,320.08	101	6,862,513	1,691,192.92
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		22,500	1,085.00	5	30,000	28,915.00
90 00	OTHER PUBLIC SAFETY	83	350.00	422	747	1,125.00	151	1,000	125.00-
90 01	FALSE ALARM FEES	708	855.00	121	6,372	5,760.00	90	8,500	2,740.00
90 *	OTHER PUBLIC SAFETY	791	1,205.00	152	7,119	6,885.00	97	9,500	2,615.00
342 **	PUBLIC SAFETY	3,291	1,205.00	37	29,619	7,970.00	27	39,500	31,530.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	40,911	42,590.69	104	368,199	379,407.85	103	490,941	111,533.15
37 11	ROCKLEDGE	24,041	24,503.60	102	216,369	194,821.32	90	288,493	93,671.68
37 12	SUN LAKE	317	329.46	104	2,853	2,554.74	90	3,814	1,259.26
37 13	CLNY PK-M.I.UTIL CO.	159	168.72	106	1,431	1,504.80	105	1,917	412.20
37 16	COCOA BEACH	9,407	9,415.29	100	84,663	84,735.04	100	112,886	28,150.96
37 17	CAPE CANAVERAL	7,755	7,679.08	99	69,795	69,424.21	100	93,062	23,637.79
37 18	TITUSVILLE	352	359.10	102	3,168	3,162.36	100	4,231	1,068.64
37 *	WATER BILLING SERVICES	82,942	85,045.94	103	746,478	735,610.32	99	995,344	259,733.68
39 01	SERVICE CHARGES	33,333	41,793.80	125	299,997	430,311.47	143	400,000	30,311.47-
39 03	ADMIN CHARGES	31,750	48,655.00	153	285,750	341,720.00	120	381,000	39,280.00
39 04	PENALTIES	65,804	57,051.40	87	592,236	539,531.49	91	789,650	250,118.51
39 05	NSF CHECKS	2,879	2,165.00	75	25,911	21,083.82	81	34,552	13,468.18
39 *	WATER OTHER INCOME	133,766	149,665.20	112	1,203,894	1,332,646.78	111	1,605,202	272,555.22
41 10	SOLID WASTE	162,795	164,936.50	101	1,465,155	1,475,665.38	101	1,953,540	477,874.62
41 20	RECYCLING REVENUE	23,903	27,334.01	114	215,127	245,799.99	114	286,842	41,042.01
41 30	GREEN WASTE	15,783	16,189.32	103	142,047	145,604.61	103	189,399	43,794.39
41 *	GARBAGE COLLECTION	202,481	208,459.83	103	1,822,329	1,867,069.98	103	2,429,781	562,711.02
45 10	BILLING FEE - WASTE MGMT	8,709	8,981.64	103	78,381	71,725.02	92	104,519	32,793.98
45 *	GARBAGE-OTHER REVENUE	8,709	8,981.64	103	78,381	71,725.02	92	104,519	32,793.98
90 01	FDOT MEDIAN MAINT	19,000	.00		57,000	53,347.50	94	71,130	17,782.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	50,000	.00		150,000	112,866.00	75	218,805	105,939.00
90 *	OTHER PHYSICAL ENVIRON	69,000	.00		207,000	166,213.50	80	289,935	123,721.50

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	496,898	452,152.61	91	4,058,082	4,173,265.60	103	5,424,781	1,251,515.40
347		CULTURE/RECREATION								
20 10		GAZEBO-PAVILLION RENTAL	0	.00		0	91.95		0	91.95-
39 10		PORCHER HOUSE - REVENUES	2,500	2,042.27	82	22,500	20,305.19	90	30,000	9,694.81
39 11		TENANT MAINTENANCE FEES	100	95.96	96	900	959.60	107	1,200	240.40
39 20		COCOA CIVIC CENTER	2,083	3,927.98	189	18,747	30,344.71	162	25,000	5,344.71-
39 30		RIVERFRONT PARK	1,666	690.94	42	14,994	11,592.90	77	20,000	8,407.10
39 *		OTHER CULTURAL SERVICES	6,349	6,757.15	106	57,141	63,202.40	111	76,200	12,997.60
40 05		SPECIAL EVENT PERMITS	625	850.00	136	5,625	17,850.00	317	7,500	10,350.00-
50 10		EVENT FEES	307	1,852.08	603	2,763	3,220.59	117	3,695	474.41
50 30		ADVERTISING/SPONSORSHIPS	708	.00		6,372	.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	1,852.08	183	9,135	5,813.99	64	12,195	6,381.01
347	**	CULTURE/RECREATION	7,989	9,459.23	118	71,901	86,958.34	121	95,895	8,936.66
340	***	CHARGES FOR SERVICES	1,080,052	1,040,566.74	96	9,306,468	9,439,514.02	101	12,422,689	2,983,174.98
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90 00		OTHER	1,234	1,151.13	93	11,106	12,246.51	110	14,813	2,566.49
351	**	JUDGMENTS AND FINES	1,234	1,151.13	93	11,106	12,246.51	110	14,813	2,566.49
350	***	FINES AND FORFEITURES	1,234	1,151.13	93	11,106	12,246.51	110	14,813	2,566.49
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10 00		INTEREST	3,673	10,723.37	292	33,057	75,111.43	227	44,083	31,028.43-
10 02		INVESTMENT INTEREST	1,224	.00		11,016	.00		14,694	14,694.00
10 10		SBA	1,224	40.74	3	11,016	634.41	6	14,694	14,059.59
10 11		INTEREST/CBOS	1,224	131.52	11	11,016	2,178.86	20	14,694	12,515.14
10 *		INTEREST	7,345	10,895.63	148	66,105	77,924.70	118	88,165	10,240.30
40 *		GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	7,345	10,895.63	148	66,105	77,924.70	118	88,165	10,240.30

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	8,000	5,176.89	65	101,000	85,659.00	85	125,886	40,227.00
362 **	RENT AND ROYALTIES	8,000	5,176.89	65	101,000	85,659.00	85	125,886	40,227.00
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	344.10		0	10,224.22		0	10,224.22-
364 **	DISPOSITION FIXED ASSETS	0	344.10		0	10,224.22		0	10,224.22-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	4,796.52		0	7,525.76		0	7,525.76-
365 **	SALE SURPLUS MTRLS &SCRAP	0	4,796.52		0	7,525.76		0	7,525.76-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,167	.00		48,501	97,000.00	200	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		81,681	130,180.00	159	130,180	.00
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	36,477-	.00		72,954-	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	21,029-	.00		42,058-	.00		0	.00
368 **	PENSION CONTRIBUTIONS	57,506-	.00		115,012-	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	1,273.36		0	70,885.58		0	70,885.58-
90 02	POLICE SECURITY SERVICES	6,250	3,850.00	62	56,250	36,977.00	66	75,000	38,023.00
90 03	CODE ENF ABATE/DEMO REV	7,916	5,349.89	68	71,244	135,648.27	190	95,000	40,648.27-
90 04	MISC. POLICE REVENUES	83	51.59	62	747	2,173.42	291	1,000	1,173.42-
90 05	INVESTIGATIVE COSTS REIM	4,250	4,887.92	115	38,250	58,724.90	154	51,000	7,724.90-
90 09	PROPERTY REGISTRATION	625	300.00	48	5,625	3,900.00	69	7,500	3,600.00
90 *	OTHER MISC REVENUES	19,124	15,712.76	82	172,116	308,309.17	179	229,500	78,809.17-
96 00	INSURANCE REFUND/PROCEEDS	323	.00		2,907	30,370.67	1045	3,870	26,500.67-
369 **	OTHER MISC REVENUES	19,447	15,712.76	81	175,023	338,679.84	194	233,370	105,309.84-
360 ***	MISCELLANEOUS REVENUES	6,547-	36,925.90		308,797	650,193.52	211	577,601	72,592.52-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	17,500	.00		122,500	175,000.00	143	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	232,951	247,959.28	106	312,279	64,319.72
91 *	TRANSFER FROM	43,939	21,439.92	49	355,451	422,959.28	119	487,279	64,319.72
381 **	INTERFUND TRANSFER	43,939	21,439.92	49	355,451	422,959.28	119	487,279	64,319.72
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	650,865	650,865.67	100	5,857,785	5,857,791.03	100	7,810,388	1,952,596.97
40 01	6% PILOFF	114,582	114,582.75	100	1,031,238	1,031,244.75	100	1,374,993	343,748.25
40 *	CONTRIBUTIONS	765,447	765,448.42	100	6,889,023	6,889,035.78	100	9,185,381	2,296,345.22
382 **	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	6,889,023	6,889,035.78	100	9,185,381	2,296,345.22
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	698,643	.00		2,334,181	.00		4,430,104	4,430,104.00
99 *	BALANCE FORWARD	698,643	.00		2,334,181	.00		4,430,104	4,430,104.00
389 **	NON OPERATING SOURCES	698,643	.00		2,334,181	.00		4,430,104	4,430,104.00
380 ***	OTHER SOURCES(NON-REV)	1,508,029	786,888.34	52	9,578,655	7,311,995.06	76	14,102,764	6,790,768.94
FUND TOTAL	GENERAL FUND	3,553,451	3,570,294.55	101	34,130,201	33,360,185.02	98	44,289,947	10,929,761.98

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	23913	22950.10	96	.00	31895	8944.90	72
11 **	EXECUTIVE SALARIES	2657	2550.00	96	23913	22950.10	96	.00	31895	8944.90	72
12-00	REGULAR SALARIES & WAGES	1076514	913858.81	85	9717012	8274845.54	85	.00	12946693	4671847.46	64
12-06	SALARIES/CONTRACTUAL	2083	.00	0	18747	5549.25	30	.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	119767.14	397	207483	482561.45	233	.00	297966	184595.45-	162
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1108745	1033625.95	93	9943242	8762956.24	88	.00	13269659	4506702.76	66
13-00	OTHER SALARIES & WAGES	52511	31917.79	61	525939	388450.06	74	.00	672954	284503.94	58
13 **	OTHER SALARIES & WAGES	52511	31917.79	61	525939	388450.06	74	.00	672954	284503.94	58
14-00	OVERTIME	39424	40932.48	104	317400	409468.31	129	.00	435738	26269.69	94
14-01	COMP TIME	583	.00	0	5247	.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	40932.48	102	322647	409468.31	127	.00	442738	33269.69	93
15-00	SPECIAL PAY	28198	24466.99	87	253782	234478.26	92	.00	338400	103921.74	69
15 **	SPECIAL PAY	28198	24466.99	87	253782	234478.26	92	.00	338400	103921.74	69
20-00	CLOTHING/SHOE ALLOWANCE	1830	7645.00	418	17500	18173.58	104	.00	22990	4816.42	79
20 **	CLOTHING/SHOE ALLOWANCE	1830	7645.00	418	17500	18173.58	104	.00	22990	4816.42	79
21-00	FICA TAXES	91678	85653.99	93	820506	737975.87	90	.00	1094783	356807.13	67
21 **	FICA TAXES	91678	85653.99	93	820506	737975.87	90	.00	1094783	356807.13	67
22-00	RETIREMENT CONTRIBUTIONS	73342	63216.55	86	660264	595848.21	90	.00	880423	284574.79	68
22-01	FIREFIGHTERS	202168	165828.30	82	1817579	1555592.47	86	.00	2424096	868503.53	64
22-02	STATE CONTRIBUTIONS	4278-	.00	0	12818	.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	10477.13	838	11250	10477.13	93	.00	15000	4522.87	70
22 **	RETIREMENT CONTRIBUTIONS	272482	239521.98	88	2501911	2161917.81	86	.00	3607051	1445133.19	60
23-00	INSURANCES	24724	20758.70	84	223493	186638.76	84	.00	303748	117109.24	61
23-02	LIFE/HEALTH GF RETIREES	38984	29913.34	77	350856	316731.68	90	891.00	467812	150189.32	68
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	320365	481183.62	150	2883285	2252901.72	78	.00	3844514	1591612.28	59
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	531855.66	139	3457634	2756272.16	80	891.00	4616074	1858910.84	60
24-00	WORKER'S COMPENSATION	56778	51525.81	91	508390	477925.89	94	.00	678365	200439.11	71
24 **	WORKER'S COMPENSATION	56778	51525.81	91	508390	477925.89	94	.00	678365	200439.11	71
25-00	UNEMPLOYMENT COMPENSATION	1336	.00	0	4008	13012.55	325	.00	13013	.45	100
25 **	UNEMPLOYMENT COMPENSATION	1336	.00	0	4008	13012.55	325	.00	13013	.45	100
27-00	BENEFIT OFFSET	18584	17260.00	93	167692	150158.66	90	.00	223440	73281.34	67
27 **	BENEFIT OFFSET	18584	17260.00	93	167692	150158.66	90	.00	223440	73281.34	67
31-00	PROFESSIONAL SERVICES	51169	19512.43	38	425436	243823.00	57	253618.21	581057	83615.79	86
31-01	LEGAL EXPENSES	65205	66977.19	103	366845	299043.91	82	134929.09	562473	128500.00	77
31-02	MEDICAL SERVICES	4035	1603.00	40	36315	37450.98	103	8900.02	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	10125	13500.00	133	.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	2500	.00	0	22500	12787.20	57	.00	30000	17212.80	43
31-13	FIND BV-C0-20-146 BT RAMP	4546	3114.00	69	36368	36266.00	100	12727.00	50000	1007.00	98
31-14	FIND BV-CO-20-147 DREDGIN	5454	2563.00	47	43632	38909.80	89	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	24440.80	147	149418	130074.94	87	67880.06	199238	1283.00	99
31 **	PROFESSIONAL SERVICES	150636	118210.42	79	1090639	811855.83	74	488892.58	1544688	243939.59	84
32-00	ACCOUNTING & AUDITING	6833	1000.00	15	61497	73000.00	119	.00	82000	9000.00	89
32 **	ACCOUNTING & AUDITING	6833	1000.00	15	61497	73000.00	119	.00	82000	9000.00	89
34-00	CONTRACT SERVICES	81253	135824.03	167	828703	707018.71	85	205359.01	1071621	159243.28	85
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	175185.18	107	1474497	1395417.46	95	.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	26916.52	121	170480	144908.10	85	80889.16	237190	11392.74	95
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	267320	337925.73	126	2473680	2247344.27	91	286248.17	3274811	741218.56	77
39-00	CONTINGENCY	7736-	.00	0	166912	.00	0	.00	143719	143719.00	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	31129	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	3289-	.00	0	198041	.00	0	.00	143719	143719.00	0
40-00	TRAVEL & PER DIEM	6758	1486.18	22	65014	8180.72	13	.00	85380	77199.28	10
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	6758	1486.18	22	65014	8180.72	13	.00	85380	77199.28	10
41-00	COMMUNICATION	13564	10512.66	78	123758	111121.38	90	41645.39	164504	11737.23	93
41 **	COMMUNICATION	13564	10512.66	78	123758	111121.38	90	41645.39	164504	11737.23	93
42-00	POSTAGE & FREIGHT	35860	30802.45	86	324958	273271.71	84	139027.51	431854	19554.78	96
42 **	POSTAGE & FREIGHT	35860	30802.45	86	324958	273271.71	84	139027.51	431854	19554.78	96
43-00	ELECTRIC/WATER/SEWER	67288	53341.19	79	593342	398681.47	67	297444.04	795234	99108.49	88

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	53341.19	79	593342	398681.47	67	297444.04	795234	99108.49	88
44-00	RENTALS AND LEASES	11550	5480.60	48	103951	117375.16	113	13602.69	138649	7671.15	95
44 **	RENTALS AND LEASES	11550	5480.60	48	103951	117375.16	113	13602.69	138649	7671.15	95
45-00	INSURANCE	46993	120505.22	256	426423	488322.97	115	.00	567454	79131.03	86
45 **	INSURANCE	46993	120505.22	256	426423	488322.97	115	.00	567454	79131.03	86
46-00	REPAIRS & MAINTENANCE	78022	94727.16	121	565047	423035.76	75	217818.77	799163	158308.47	80
46-02	REPAIR/MAINT BUILDING	29241	46008.76	157	205977	152181.18	74	38197.49	293709	103330.33	65
46-03	REPAIR/MAINT-VEHICLES	17934	52644.16	294	244916	232649.66	95	21104.22-	298776	87230.56	71
46-05	HYDRANT FEES	19246	19210.38	100	173214	172893.42	100	.00	230960	58066.58	75
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	144443	212590.46	147	1189154	980760.02	83	234912.04	1622608	406935.94	75
47-00	PRINTING & BINDING	17961	9469.64	53	127704	83845.07	66	61741.51	168419	22832.42	86
47 **	PRINTING & BINDING	17961	9469.64	53	127704	83845.07	66	61741.51	168419	22832.42	86
48-00	PROMOTIONAL ACTIVITIES	3255	1270.87	39	53458	25891.78	48	1925.00	63275	35458.22	44
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	7497	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	4088	1270.87	31	60955	25891.78	43	1925.00	73275	45458.22	38
49-00	OTHER CHARGES & OBLIG.	34248	3105.83	9	237979	193097.16	81	121581.22	339146	24467.62	93
49-02	ADVERTISING	231	.00	0	1632	1844.02	113	.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	3744	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	4054.92-	0	0	35084.86-	0	.00	0	35084.86	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	11658	10000.00	86	.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.	36005	949.09-	3-	255013	169856.32	67	121581.22	361491	70053.46	81
51-00	OFFICE SUPPLIES	3287	1832.55	56	30623	14521.91	47	.00	40597	26075.09	36
51 **	OFFICE SUPPLIES	3287	1832.55	56	30623	14521.91	47	.00	40597	26075.09	36
52-00	OPERATING SUPPLIES	62524	39603.62	63	533545	574590.03	108	52008.08	723600	97001.89	87
52-02	UNIFORMS	2811	1784.14	64	25299	11878.12	47	12243.08	33750	9628.80	72
52-05	EMS 1st RESP-CONSUM SUPP	3803	3518.89	93	34227	34680.35	101	8085.02	45640	2874.63	94
52-07	JANITORIAL SUPPLIES	3072	1921.01	63	27648	19562.37	71	.00	36886	17323.63	53
52-10	HEATING FUEL	247	.00	0	2223	1875.92	84	1092.08	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	652	.00	0	2726	3513.00	129	1171.00	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	.00	0	15642	276.78	2	23333.72	22971	639.50-	103
52-22	BULLET PROOF V 2020	3087	.00	0	24696	14052.00	57	19908.00	33960	.00	100
52-30	FUEL, OIL, & LUBRICANTS	22624	28912.08	128	159705	131521.27	82	.00	227626	96104.73	58
52-33	EMPLOYEE HEALTH CENTER	8379	12849.97	153	75411	53012.02	70	47535.98	100548	.00	100
52 **	OPERATING SUPPLIES	109643	88589.71	81	901122	844961.86	94	165376.96	1232633	222294.18	82
53-00	ROAD MATERIALS/SUPPLIES	2333	566.88	24	20997	14404.87	69	4307.28	28000	9287.85	67
53 **	ROAD MATERIALS/SUPPLIES	2333	566.88	24	20997	14404.87	69	4307.28	28000	9287.85	67
54-00	MEMBERSHIP/PUBLICATIONS	4892	950.53	19	53806	40705.77	76	.00	68565	27859.23	59
54 **	MEMBERSHIP/PUBLICATIONS	4892	950.53	19	53806	40705.77	76	.00	68565	27859.23	59
55-00	TRAINING	8166	5377.00	66	90875	43348.69	48	8580.00	122424	70495.31	42
55-01	EDA PROGRAM	833	.00	0	7497	3968.00	53	.00	10000	6032.00	40
55 **	TRAINING	8999	5377.00	60	98372	47316.69	48	8580.00	132424	76527.31	42
56-15	IT-RELATED OPERATING EXP	170461	27263.21	16	1590185	537893.73	34	41994.14	2111271	1531383.13	28
56-16	EMS DATA COLLECTION-BEMO	1155	13865.00	1200	10395	13865.00	133	.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	41128.21	24	1600580	551758.73	35	41994.14	2125136	1531383.13	28
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	275500	.00	0	275500	.00	0	368090.29	1102000	733909.71	33
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	275500	.00	0	275500	.00	0	368090.29	1102000	733909.71	33
63-00	INFRASTRUCTURE	136452	.00	0	416616	320202.50	77	526331.80	825985	20549.30-	103
63-04	FDOT LAP 2020-SIDEWALKS	29-	.00	0	3438	.00	0	.00	3348	3348.00	0
63 **	INFRASTRUCTURE	136423	.00	0	420054	320202.50	76	526331.80	829333	17201.30-	102
64-00	MACHINERY AND EQUIPMENT	111737	38159.93	34	631139	258417.51	41	559701.01	966367	148248.48	85
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	5613	.00	0	39291	.00	0	.00	56127	56127.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	24885	33180.00	133	.00	33180	.00	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	120115	38159.93	32	695315	291597.51	42	559701.01	1055674	204375.48	81
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0

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
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	733914	978561.00	133	.00	978561	.00	100
81 **	AIDS TO GOVT AGENCY	81546	.00	0	733914	978561.00	133	.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	68058	85000.00	125	.00	100200	15200.00	85
83-10	CARES CRF #107-2020	6082	.00	0	36492	54802.45	150	.00	54741	61.45-	100
83 **	OTHER GRANTS & AIDS	16792	.00	0	104550	139802.45	134	.00	154941	15138.55	90
91-03	CDBG (103)	371	.00	0	2968	4084.00	138	.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	245133	326846.00	133	.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	1309275	1309587.48	100	.00	1745706	436118.52	75
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
91-32	CP 302 RVRFRNT/LEEWNR PK	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
91-33	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	1557376	1640517.48	105	.00	2076635	436117.52	79
FUND 001	TOTAL *********										
	GENERAL FUND	3969118	3290579.29	83	32133502	26807596.96	83	3362292.63	44289947	14120057.41	68
GRAND	TOTAL *********										
		3969118	3290579.29	83	32133502	26807596.96	83	3362292.63	44289947	14120057.41	68

FY 2021 Budget by Classification Report - Summary Listing

6/30/2021

Target for June 2021 is 75%

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		$ 49,263,906	$ 17,262,470	74%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 139,344	$ (46,266)	150%
OTHER SOURCES (NON-REVENUE)	$ 12,056,767		$ 276,677	$ 11,780,090	2%
REVENUE TOTALS	**$ 78,676,221**	-	**$ 49,679,927**	**$ 28,996,294**	**63%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,168,081	$ -	$ 9,874,463	$ 7,293,618	58%
OPERATING EXPENDITURES	$ 28,536,564	$ 4,380,868	$ 16,823,401	$ 7,332,295	74%
CAPITAL OUTLAY	$ 3,207,381	$ 1,421,773	$ 729,194	$ 1,056,414	67%
GRANTS, AIDS AND OTHER	$ 29,764,197	$ -	$ 24,834,097	$ 4,930,100	83%
EXPENSE TOTALS	**$ 78,676,221**	**$ 5,802,641**	**$ 52,261,155**	**$ 20,612,427**	74%
REVENUE TOTALS	**$ 78,676,221**	**$ -**	**$ 49,679,927**	**$ 28,996,294**	**63%**
EXPENSE TOTALS	**$ 78,676,221**	**$ 5,802,641**	**$ 52,261,155**	**$ 20,612,427**	**74%**
	$ -	**$ (5,802,641)**	**$ (2,581,228)**	**$ 8,383,867**	

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	4,779,536.15	102	42,400,008	40,940,164.13	97	56,533,349	15,593,184.87
33	00	WATER CONNECTION FEE	44,592	28,130.00	63	401,328	384,902.07	96	535,105	150,202.93
33	*	WATER CONNECTION FEE	44,592	28,130.00	63	401,328	384,902.07	96	535,105	150,202.93
36	00	WATER HYDRANT FEES	249,222	305,107.26	122	2,242,998	2,729,059.19	122	2,990,667	261,607.81
39	06	HYDRANT RESID FLOW TEST	133	1,440.00	1083	1,197	7,460.00	623	1,600	5,860.00-
39	07	BACKFLOW DEVICE TEST	12,083	17,429.66	144	108,747	161,074.63	148	145,000	16,074.63-
39	08	JUMPER METERS	58	1,710.00	2948	522	3,140.00	602	700	2,440.00-
39	09	PLAN REVIEW/CONST INSPECT	1,000	4,720.00	472	9,000	35,340.00	393	12,000	23,340.00-
39	10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	369	848.78	230	500	348.78-
39	*	WATER OTHER INCOME	13,315	25,355.08	190	119,835	207,863.41	174	159,800	48,063.41-
51	00	SEWER SALES	491,570	514,287.24	105	4,424,130	4,708,028.02	106	5,898,843	1,190,814.98
51	*	SEWER SALES	491,570	514,287.24	105	4,424,130	4,708,028.02	106	5,898,843	1,190,814.98
59	01	GREASE TRAP PERMITS	516	727.17	141	4,644	6,399.56	138	6,200	199.56-
60	00	REUSE WATER SALES	32,951	32,202.18	98	296,559	272,607.03	92	395,412	122,804.97
60	01	REUSE WATER INSTALLATION	583	524.63	90	5,247	14,882.53	284	7,000	7,882.53-
60	*	REUSE WATER SALES	33,534	32,726.81	98	301,806	287,489.56	95	402,412	114,922.44

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	5,685,869.71	103	49,894,749	49,263,905.94	99	66,526,376	17,262,470.06
340	***	CHARGES FOR SERVICES	5,543,861	5,685,869.71	103	49,894,749	49,263,905.94	99	66,526,376	17,262,470.06
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	1,666	10,743.04	645	14,994	80,386.15	536	20,000	60,386.15-
	10 02	INVESTMENT INTEREST	1,250	32.68	3	11,250	541.37	5	15,000	14,458.63
	10 11	INTEREST/CBOS	416	.00		3,744	.00		5,000	5,000.00
	10 *	INTEREST	3,332	10,775.72	323	29,988	80,927.52	270	40,000	40,927.52-
	40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	10,775.72	323	29,988	80,927.52	270	40,000	40,927.52-
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	108	.00		972	1,300.00	134	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		972	1,300.00	134	1,300	.00
364		DISPOSITION FIXED ASSETS								
	10 00	GAIN/(LOSS)	0	2,195.73		0	19,404.12		0	19,404.12-
364	**	DISPOSITION FIXED ASSETS	0	2,195.73		0	19,404.12		0	19,404.12-
365		SALE SURPLUS MTRLS &SCRAP								
	00 00	SALE SURPLUS MTRLS &SCRAP	250	2,353.55	941	2,250	7,475.89	332	3,000	4,475.89-
365	**	SALE SURPLUS MTRLS &SCRAP	250	2,353.55	941	2,250	7,475.89	332	3,000	4,475.89-
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	4,064	11,308.84	278	36,576	30,236.89	83	48,778	18,541.11
	90 *	OTHER MISC REVENUES	4,064	11,308.84	278	36,576	30,236.89	83	48,778	18,541.11
369	**	OTHER MISC REVENUES	4,064	11,308.84	278	36,576	30,236.89	83	48,778	18,541.11
360	***	MISCELLANEOUS REVENUES	7,754	26,633.84	344	69,786	139,344.42	200	93,078	46,266.42-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 24	RENEW & REPLACE (424)	29,675	.00		89,025	.00		178,052	178,052.00

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		2,900	.00		7,252	7,252.00
91 26	WS CPTL PROJ 2018B (426)	55,335	.00		110,670	276,677.00	250	276,677	.00
91 *	TRANSFER FROM	86,460	.00		202,595	276,677.00	137	461,981	185,304.00
381 **	INTERFUND TRANSFER	86,460	.00		202,595	276,677.00	137	461,981	185,304.00
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
81 00	CONTRIBUTION OFFSITE IMP	0	48,575.00-		0	.00		0	.00
83 00	CONTRIBUTION VIERA	0	67,770.86-		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	67,770.86-		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,070,353	.00		8,383,731	.00		11,594,786	11,594,786.00
99 *	BALANCE FORWARD	1,070,353	.00		8,383,731	.00		11,594,786	11,594,786.00
389 **	NON OPERATING SOURCES	1,070,353	116,345.86-	11	8,383,731	.00		11,594,786	11,594,786.00
380 ***	OTHER SOURCES(NON-REV)	1,156,813	116,345.86-	10	8,586,326	276,677.00	3	12,056,767	11,780,090.00
FUND TOTAL	WATER/SEWER FUND	6,708,428	5,596,157.69	83	58,550,861	49,679,927.36	85	78,676,221	28,996,293.64

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	577426.01	74	7040409	5286123.92	75	.00	9386052	4099928.08	56
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9744	2469.81	25	78516	137355.02	175	.00	107766	29589.02-	128
12 **	REGULAR SALARIES & WAGES	791611	579895.82	73	7118925	5423478.94	76	.00	9493818	4070339.06	57
13-00	OTHER SALARIES & WAGES	60584	42267.98	70	545256	425692.27	78	.00	727064	301371.73	59
13 **	OTHER SALARIES & WAGES	60584	42267.98	70	545256	425692.27	78	.00	727064	301371.73	59
14-00	OVERTIME	57644	50665.78	88	518796	465939.77	90	.00	691762	225822.23	67
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	57644	50665.78	88	518796	465939.77	90	.00	691762	225822.23	67
15-00	SPECIAL PAY	150	150.00	100	1350	1350.00	100	.00	1800	450.00	75
15 **	SPECIAL PAY	150	150.00	100	1350	1350.00	100	.00	1800	450.00	75
20-00	CLOTHING/SHOE ALLOWANCE	1507	360.00	24	16323	18961.92	116	.00	20870	1908.08	91
20 **	CLOTHING/SHOE ALLOWANCE	1507	360.00	24	16323	18961.92	116	.00	20870	1908.08	91
21-00	FICA TAXES	68281	50704.34	74	614019	474539.10	77	.00	818898	344358.90	58
21 **	FICA TAXES	68281	50704.34	74	614019	474539.10	77	.00	818898	344358.90	58
22-00	RETIREMENT CONTRIBUTIONS	97490	74042.73	76	1088002	898358.72	83	.00	1388749	490390.28	65
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	97490	74042.73	76	1088002	898358.72	83	.00	1388749	490390.28	65
23-00	INSURANCES	20968	15059.12	72	188712	133982.50	71	.00	251635	117652.50	53
23-02	LIFE/HEALTH RETIREES	14381	9722.28	68	129429	117427.97	91	.00	172579	55151.03	68
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	242637	228495.34	94	2183733	1479929.61	68	.00	2911682	1431752.39	51
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	253276.74	91	2501874	1731340.08	69	.00	3335896	1604555.92	52
24-00	WORKER'S COMPENSATION	44432	35776.24	81	399682	333951.16	84	.00	533024	199072.84	63
24 **	WORKER'S COMPENSATION	44432	35776.24	81	399682	333951.16	84	.00	533024	199072.84	63
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	3744	4129.77	110	.00	5000	870.23	83
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	3744	4129.77	110	.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	113400	96721.64	85	.00	151200	54478.36	64
27 **	BENEFIT OFFSET	12600	11000.00	87	113400	96721.64	85	.00	151200	54478.36	64
31-00	PROFESSIONAL SERVICES	166006	17515.03	11	1489854	145221.58	10	254828.83	1987882	1587831.59	20
31-01	LEGAL EXPENSES	45636	46546.04	102	410504	111905.79	27	95515.59	547421	339999.62	38
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	188905	144172.00	76	1369116	814444.61	60	969690.44	1935843	151707.95	92
31-33	EMPLOYEE HEALTH CENTER	11865	17580.24	148	106785	93562.83	88	48826.17	142389	.00	100
31 **	PROFESSIONAL SERVICES	412412	225813.31	55	3376259	1165134.81	35	1368861.03	4613535	2079539.16	55
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	725383.91	731	921434	901300.82	98	254609.54	1219377	63466.64	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	4939317	4939326.00	100	.00	6585764	1646438.00	75
34 **	CONTRACT SERVICES	648116	1274197.91	197	5860751	5840626.82	100	254609.54	7805141	1709904.64	78
39-00	CONTINGENCY	6140	.00	0	303994	.00	0	.00	322422	322422.00	0

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
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	6140	.00	0	303994	.00	0	.00	322422	322422.00	0
40-00	TRAVEL AND PER DIEM	1440	39.52	3	12960	2653.12	21	.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	39.52	3	12960	2653.12	21	.00	17308	14654.88	15
41-00	COMMUNICATION	17926	12701.33	71	156777	145173.45	93	51783.01	210577	13620.54	94
41 **	COMMUNICATION	17926	12701.33	71	156777	145173.45	93	51783.01	210577	13620.54	94
42-00	FREIGHT & POSTAGE SERVICE	2038	360.59	18	18342	1628.83	9	.00	24490	22861.17	7
42 **	FREIGHT & POSTAGE SERVICE	2038	360.59	18	18342	1628.83	9	.00	24490	22861.17	7
43-00	ELECTRIC/WATER/SEWER	185920	229507.58	123	1781520	1158937.67	65	912330.18	2339312	268044.15	89
43 **	ELECTRIC/WATER/SEWER	185920	229507.58	123	1781520	1158937.67	65	912330.18	2339312	268044.15	89
44-00	RENTAL AND LEASES	3519	1296.22	37	31671	14132.81	45	3285.00	42250	24832.19	41
44 **	RENTAL AND LEASES	3519	1296.22	37	31671	14132.81	45	3285.00	42250	24832.19	41
45-00	INSURANCE	38000	130319.24	343	440022	527415.15	120	.00	557551	30135.85	95
45 **	INSURANCE	38000	130319.24	343	440022	527415.15	120	.00	557551	30135.85	95
46-00	REPAIRS & MAINTENANCE	477839	512884.66	107	4944025	3840534.31	78	588781.66	6377572	1948256.03	70
46-02	REPAIR/MAINT BUILDING	22457	10100.03	45	216798	51135.24	24	17129.50	284194	215929.26	24
46-03	REPAIR/MAINT-VEHICLES	20267	20868.89	103	182403	135195.84	74	11244.69-	243232	119280.85	51
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	520563	543853.58	105	5343226	4026865.39	75	594666.47	6904998	2283466.14	67
47-00	PRINTING & BINDING	603	.00	0	5427	4250.20	78	.00	7280	3029.80	58
47 **	PRINTING & BINDING	603	.00	0	5427	4250.20	78	.00	7280	3029.80	58
48-00	PROMOTIONAL ACTIVITIES	1666	750.00	45	14994	5560.00	37	7557.20	20000	6882.80	66
48 **	PROMOTIONAL ACTIVITIES	1666	750.00	45	14994	5560.00	37	7557.20	20000	6882.80	66

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
49-00	OTHER CHARGES & OBLIG.	5749	3203.10	56	40968	54783.12	134	.00	58253	3469.88	94
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	5447.75-	0	0	49417.46-	0	.00	0	49417.46	0
49-08	CASH OVER & UNDER	0	50.00-	0	0	59.91-	0	.00	0	59.91	0
49-09	DOCUMENT RECORDING CHGS	250	780.00-	312-	2250	4970.00-	221-	.00	3000	7970.00	166-
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	3074.65-	51-	43218	335.75	1	.00	61253	60917.25	1
51-00	OFFICE SUPPLIES	1813	792.38	44	16317	5863.97	36	.00	21802	15938.03	27
51 **	OFFICE SUPPLIES	1813	792.38	44	16317	5863.97	36	.00	21802	15938.03	27
52-00	OPERATING SUPPLIES	87752	56866.29	65	547662	551539.05	101	66707.76	810969	192722.19	76
52-07	JANITORIAL SUPPLIES	769	697.63	91	6921	3247.28	47	.00	9240	5992.72	35
52-09	CHEMICALS	327982	369570.84	113	2891838	2830558.27	98	955535.18	3875792	89698.55	98
52-30	FUEL OIL & LUBRICANTS	25587	43067.92	168	230469	168100.84	73	57036.92	307261	82123.24	73
52-33	EMPLOYEE HEALTH CENTER	6027	9242.99	153	54243	38131.48	70	34192.52	72324	.00	100
52 **	OPERATING SUPPLIES	448117	479445.67	107	3731133	3591576.92	96	1113472.38	5075586	370536.70	93
53-00	ROAD MATERIALS/SUPPLIES	2498	8533.08	342	22482	11682.58	52	11972.60	30000	6344.82	79
53 **	ROAD MATERIALS/SUPPLIES	2498	8533.08	342	22482	11682.58	52	11972.60	30000	6344.82	79
54-00	MEMBERSHIP/PUBLICATIONS	3241	252.00	8	29169	34555.49	119	.00	38923	4367.51	89
54 **	MEMBERSHIP/PUBLICATIONS	3241	252.00	8	29169	34555.49	119	.00	38923	4367.51	89
55-00	TRAINING	8238	5715.00	69	73644	23595.35	32	12800.00	98399	62003.65	37
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	8238	5715.00	69	73644	23595.35	32	12800.00	98399	62003.65	37
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	25983	35340.61	136	259931	263412.22	101	49530.39	345737	32794.39	91

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	35340.61	136	259931	263412.22	101	49530.39	345737	32794.39	91
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	207838	34425.74	17	1522857	325569.96	21	939447.59	2146399	881381.45	59
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	207838	34425.74	17	1522857	325569.96	21	939447.59	2146399	881381.45	59
64-00	MACHINERY & EQUIPMENT	80637	40388.00	50	679052	403624.06	59	482325.64	920982	35032.30	96
64-15	IT HARDWARE	11790	.00	0	104616	.00	0	.00	140000	140000.00	0
64 **	MACHINERY & EQUIPMENT	92427	40388.00	44	783668	403624.06	52	482325.64	1060982	175032.30	84
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	900	.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	900	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	638119	650865.67	102	5896024	5857791.03	99	.00	7810388	1952596.97	75
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	1052468	.00	0	8858472	11484879.00	130	.00	12015880	531001.00	96
91-25	TO RESTRICTED ASSET 425	629917	704473.44	112	5669253	5461251.36	96	.00	7559005	2097753.64	72
91-26	WS CPTL PROJ 2018B 426	185546	.00	0	371092	927731.00	250	.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	2506050	1355339.11	54	20794841	23731652.39	114	.00	28313004	4581351.61	84
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	1031238	1031244.75	100	.00	1374993	343748.25	75
95 **	NONOPERATING	114582	114582.75	100	1031238	1031244.75	100	.00	1374993	343748.25	75
FUND 421	TOTAL ********* WATER/SEWER FUND	6667930	5588718.60	84	58651712	52261155.06	89	5802641.03	78676223	20612426.91	74
GRAND	TOTAL *********	6667930	5588718.60	84	58651712	52261155.06	89	5802641.03	78676223	20612426.91	74

FY 2021 Budget by Classification Report - Summary Listing

6/30/2021

Target for June 2021 is 75%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 1,868,842	$ (57,573)	103%
CHARGES FOR SERVICES	$ -		$ (847)	$ 847	100%
INTERGOVERNMENTAL/GRANT	$ -			$ -	0%
MISCELLANEOUS	$ -		$ 6,181	$ (6,181)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,874,176**	**$ 75,370**	**96%**
EXPENSE					
SALARIES AND BENEFITS	$ 576,104	$ -	$ 353,734	$ 222,370	61%
OPERATING EXPENDITURES	$ 841,358	$ 69,743	$ 401,802	$ 369,813	56%
CAPITAL OUTLAY	$ 532,084	$ 287,663	$ 122,219	$ 122,202	77%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 357,406**	**$ 877,755**	**$ 714,385**	**63%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,874,176**	**$ 75,370**	**96%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 357,406**	**$ 877,755**	**$ 714,385**	**63%**
	$ -	**$ (357,406)**	**$ 996,421**	**$ (639,015)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	0	28,497.39		1,661,269	1,777,632.46	107	1,661,269	116,363.46-
23 02	DELINQUENT TAX	0	86,737.21		0	86,737.21		0	86,737.21-
23 03	PENALTIES	0	3,469.69		0	4,472.22		0	4,472.22-
23 04	TAX CERTIFICATES	150,000	.00		150,000	.00		150,000	150,000.00
23 *	STORMWATER	150,000	118,704.29	79	1,811,269	1,868,841.89	103	1,811,269	57,572.89-
325 **	SPECIAL ASSESSMENT	150,000	118,704.29	79	1,811,269	1,868,841.89	103	1,811,269	57,572.89-
320 ***	OTHER PERMITS & FEES	150,000	118,704.29	79	1,811,269	1,868,841.89	103	1,811,269	57,572.89-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	48.72-		0	847.41-		0	847.41
91 *	STORMWATER FEES	0	48.72-		0	847.41-		0	847.41
343 **	PHYSICAL ENVIRONMENT	0	48.72-		0	847.41-		0	847.41
340 ***	CHARGES FOR SERVICES	0	48.72-		0	847.41-		0	847.41
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	900.12		0	6,176.22		0	6,176.22-
10 10	SBA	0	.32		0	4.96		0	4.96-
10 *	INTEREST	0	900.44		0	6,181.18		0	6,181.18-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	900.44		0	6,181.18		0	6,181.18-

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								
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	900.44		0	6,181.18		0	6,181.18-
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		96,796	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		96,796	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		96,796	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		96,796	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	163,828	119,556.01	73	1,908,065	1,874,175.66	98	1,949,546	75,370.34

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	25459.20	89	259032	216603.18	84	.00	345347	128743.82	63
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	226	.00	0	1723	2403.27	140	.00	2404	.73	100
12 **	REGULAR SALARIES & WAGES	28996	25459.20	88	260755	219006.45	84	.00	347751	128744.55	63
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	222.71	80	2502	3462.39	138	.00	3341	121.39-	104
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	222.71	80	2502	3462.39	138	.00	3341	121.39-	104
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	120.00	240	450	720.00	160	.00	600	120.00-	120
20 **	CLOTHING/SHOE ALLOWANCE	50	120.00	240	450	720.00	160	.00	600	120.00-	120
21-00	FICA TAXES	2206	1931.37	88	19838	16732.18	84	.00	26461	9728.82	63
21 **	FICA TAXES	2206	1931.37	88	19838	16732.18	84	.00	26461	9728.82	63
22-00	RETIREMENT CONTRIBUTIONS	2902	2568.20	89	26115	22048.73	84	.00	34837	12788.27	63
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	2568.20	89	26115	22048.73	84	.00	34837	12788.27	63
23-00	INSURANCES	624	504.86	81	5616	4145.75	74	.00	7488	3342.25	55
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	8475	5923.16	70	76275	50961.56	67	.00	101710	50748.44	50
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	81891	55107.31	67	.00	109198	54090.69	51
24-00	WORKER'S COMPENSATION	4094	3745.21	92	36825	33215.18	90	.00	49116	15900.82	68

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	3745.21	92	36825	33215.18	90	.00	49116	15900.82	68
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	3600	3441.56	96	.00	4800	1358.44	72
27 **	BENEFIT OFFSET	400	400.00	100	3600	3441.56	96	.00	4800	1358.44	72
31-00	PROFESSIONAL SERVICES	8051	6004.64	75	74244	19245.06	26	49369.79	98401	29786.15	70
31-01	LEGAL EXPENSES	41	.00	0	369	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	857.57	148	5211	4564.06	88	2381.94	6946	.00	100
31 **	PROFESSIONAL SERVICES	8671	6862.21	79	79824	23809.12	30	51751.73	105847	30286.15	71
34-00	CONTRACT SERVICES	4214	.00	0	32330	34507.49	107	4359.49	44979	6112.02	86
34-10	COST OF GENERAL FUND SVCS	14597	14897.00	102	136969	134073.00	98	.00	180770	46697.00	74
34 **	CONTRACT SERVICES	18811	14897.00	79	169299	168580.49	100	4359.49	225749	52809.02	77
39-00	CONTINGENCY	19088	.00	0	175866	.00	0	.00	233133	233133.00	0
39 **	CONTINGENCY	19088	.00	0	175866	.00	0	.00	233133	233133.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2133	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	2133	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	245.50	132	1674	1518.26	91	713.74	2232	.00	100
41 **	COMMUNICATION	186	245.50	132	1674	1518.26	91	713.74	2232	.00	100
42-00	POSTAGE & FREIGHT	41	47.20	115	369	151.73	41	.00	500	348.27	30
42 **	POSTAGE & FREIGHT	41	47.20	115	369	151.73	41	.00	500	348.27	30
43-00	ELECTRIC/WATER/SEWER	1520	896.67	59	13680	7273.21	53	9264.90	18240	1701.89	91
43 **	ELECTRIC/WATER/SEWER	1520	896.67	59	13680	7273.21	53	9264.90	18240	1701.89	91
44-00	RENTALS AND LEASES	208	.00	0	1872	250.00	13	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	.00	0	1872	250.00	13	.00	2500	2250.00	10
45-00	INSURANCE	819	2864.11	350	7371	11503.40	156	.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	2864.11	350	7371	11503.40	156	.00	9828	1675.40-	117
46-00	REPAIRS & MAINTENANCE	17874	9117.35	51	110450	148249.19	134	350.48	164076	15476.33	91
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	4206.05	114	33300	19919.09	60	891.12-	44400	25372.03	43
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	21574	13323.40	62	143750	168168.28	117	540.64-	208476	40848.36	80
47-00	PRINTING & BINDING	83	.00	0	747	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	747	.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	224.99-	0	0	1893.32-	0	.00	0	1893.32	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	224.99-	0	0	1893.32-	0	.00	0	1893.32	0
51-00	OFFICE SUPPLIES	41	.00	0	369	105.76	29	.00	500	394.24	21
51 **	OFFICE SUPPLIES	41	.00	0	369	105.76	29	.00	500	394.24	21
52-00	OPERATING SUPPLIES	1062	170.40	16	9558	4963.68	52	1146.12	12751	6641.20	48
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	602	4645.51	772	5418	12287.80	227	.00	7224	5063.80-	170
52-33	EMPLOYEE HEALTH CENTER	294	450.84	153	2646	1860.04	70	1667.96	3528	.00	100
52 **	OPERATING SUPPLIES	1958	5266.75	269	17622	19111.52	109	2814.08	23503	1577.40	93
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	558	165.00	30	.00	750	585.00	22
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	558	165.00	30	.00	750	585.00	22
55-00	TRAINING	312	505.00	162	2808	2138.50	76	.00	3750	1611.50	57
55 **	TRAINING	312	505.00	162	2808	2138.50	76	.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	1428	920.00	64	1380.00	2500	200.00	92
56 **	TECHNOLOGY SYSTEMS	357	230.00	64	1428	920.00	64	1380.00	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	22431	.00	0	239238	122218.50	51	68090.67	306534	116224.83	62
63 **	INFRASTRUCTURE	22431	.00	0	239238	122218.50	51	68090.67	306534	116224.83	62
64-00	MACHINERY & EQUIPMENT	19074	.00	0	168328	.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	168328	.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	85787.56	53	1458912	877754.25	60	357406.47	1949546	714385.28	63
GRAND	TOTAL *********	163498	85787.56	53	1458912	877754.25	60	357406.47	1949546	714385.28	63